

6-1-2015

Union Bank, N.A. v. North Idaho Resorts Clerk's Record v. 18 Dckt. 42467

Follow this and additional works at: [https://digitalcommons.law.uidaho.edu/
idaho_supreme_court_record_briefs](https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs)

Recommended Citation

"Union Bank, N.A. v. North Idaho Resorts Clerk's Record v. 18 Dckt. 42467" (2015). *Idaho Supreme Court Records & Briefs*. 5916.
https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs/5916

This Court Document is brought to you for free and open access by Digital Commons @ UIIdaho Law. It has been accepted for inclusion in Idaho Supreme Court Records & Briefs by an authorized administrator of Digital Commons @ UIIdaho Law. For more information, please contact annablaine@uidaho.edu.

IN THE SUPREME COURT OF THE STATE OF IDAHO
SUPREME COURT NO. 42467-2014
BONNER COUNTY CV2011-0135

UNION BANK, N.A., a national banking association,
Plaintiff-Respondent,

v.

NORTH IDAHO RESORTS, LLC, an Idaho limited liability company
Defendant-Appellant,

and

PEND OREILLE BONNER DEVELOPMENT, LLC, a Nevada limited liability company, JV, L.L.C. an Idaho limited liability company, DAN JACOBSON, an individual, SAGE HOLDINGS LLC, an Idaho limited liability company, TIMBERLINE INVESTMENTS, LLC, an Idaho limited liability company, STEVEN G. LAZAR, an individual, AMY KORENGUT, an individual, HLT REAL ESTATE LLC, PANHANDLE STATE BANK, an Idaho corporation, R.E. LOANS, LLC, a California limited liability company, WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, PEND OREILLE BONNER DEVELOPMENT HOLDINGS, INC., a Nevada corporation, PENSICO TRUST CO. custodian f/b/a Barney Ng, a California corporation, B-K LIGHTING, INC., a California corporation, FREDERICK J. GRANT, an individual, CHRISTINE GRANT, an individual, RUSS CAPITAL GROUP, LLC, an Arizona Limited liability company, JOSEPH DUSSICH, an individual, MOUNTAIN WEST BANK, an Idaho corporation, STATE OF IDAHO, DEPARTMENT OF REVENUE AND TAXATION, MONTAHENO INVESTMENTS, LLC, a Nevada limited liability company, TOYON INVESTMENTS, LLC, a Nevada limited liability company, CHARLES W. REEVES and ANNE B. REEVES, husband and wife, ACI NORTHWEST, INC., an Idaho corporation, and DOES 1 through 20, inclusive,
Defendants.

Appealed from the First Judicial District, Bonner County, Idaho

HONORABLE MICHAEL J. GRIFFIN, presiding
District Judge

Susan P. Weeks, 1626 Lincoln Way, Coeur d'Alene, ID 83814 - Attorney for Appellant / North Idaho Resort

Gary A. Finney, 120 E. Lake St., Ste 317, Sandpoint, ID 83864 - Attorney for Appellant / JV LLC

John E. Miller, 1424 E. Sherman Ave., Ste. 500, Coeur d'Alene, ID 83814 - Attorney for Respondent

TABLE OF CONTENTS

VOLUME I

Cover Page	Vol. I – p. 1
Clerk’s Record on Appeal	Vol. I – p. 2
Table of Contents	Vol. I – p. 4
Index	Vol. I – p. 19
ROAs	Vol. I – p. 32
Complaint for Mortgage Foreclosure filed January 28, 2011	Vol. I – p. 65
Summons (copy to file) issued January 28, 2011	Vol. I – p. 105
Ex Parte Motion for Order Allowing Out of State Service filed February 2, 2011	Vol. I – p. 108
Affidavit RE: Verification of Complaint for Mortgage Foreclosure filed February 8, 2011	Vol. I – p. 110
Order Allowing Out of State Service of Summons filed Feb. 9, 2011 ..	Vol. I – p.112
Notice of Appearance (North Idaho Resorts, LLC) filed February 23, 2011	Vol. I – p.114
Order for Entry of Default filed March 14, 2011	Vol. I – p.117
Disclaimer filed March 16, 2011	Vol. I – p. 120
First Amended Complaint for: 1. Reformation of Legal Description Contained in Mortgage (Scrivener’s Error); and 2. Mortgage Foreclosure filed May 17, 2011	Vol. I – p. 122
Amended Disclaimer filed May 26, 2011	Vol. I – p. 164
Notice of Substitution of Counsel filed May 27, 2011	Vol. I – p. 166
Order for Entry of Default filed July 21, 2011	Vol. I – p. 171
Order for Entry of Default filed July 21, 2011	Vol. I – p. 175

TABLE OF CONTENTS

Order Re: Dismissal Without Prejudice of Defendant Amy Korengut Only filed July 26, 2011	Vol. I – p. 179
Ex Parte Motion for Order Allowing Service of Summons By Publication filed August 29, 2011	Vol. I – p. 182
JV, LLC Answer to First Amended Complaint, Counterclaim and Cross Claim filed August 29, 2011	Vol. I – p. 184
Order Allowing Service of Summons by Publication filed Sept. 2, 2011	Vol. I – p. 195
ACI Northwest, Inc.'s Answer to First amended Complaint filed September 14, 2011	Vol. I – p. 197
Clerk's Certificate	Vol. I – p. 207
Clerk's Certificate of Exhibits	Vol. I – p. 209
Clerk's Certificate Service	Vol. I – p. 214

VOLUME II

Cover Page	Vol. II – p. 216
Table of Contents	Vol. II – p. 217
Index	Vol. II – p. 230
ROAs	Vol. II – p. 243
Ex Parte Motion for Order Allowing Service of Summons by Publication filed September 14, 2011	Vol. II – p. 276
Order for Entry of Default (B-K Lighting, Inc.,) filed Sept. 22, 2011	Vol. II – p. 278
Order for Entry of Default (Panhandle State Bank, Timberline Investments, LLC., Wells Fargo Capital Finance, LLC., HLT Real Estate LLC., Russ Capital Group, LLC., and Mortgage Fund '08 LLC.,) filed Sept. 22, 2011	Vol. II – p. 281

TABLE OF CONTENTS

Order Allowing Service of Summons by Publication filed Sept. 22, 2011	Vol. II – p. 284
Affidavit of Dana L. Rayborn Wetzel Re: Automatic Stay filed September 26, 2011	Vol. II – p. 286
Administrative Order filed September 27, 2011	Vol. II – p. 313
Stay Order (re: Mortgage Fund '08, LLC) filed Sept. 28, 2011	Vol. II – p. 321
Stay Order (re: R.E. Loans, LLC) filed September 28, 2011	Vol. II – p. 327
Order – Re: Assignment of District Court Cases for Bonner County filed September 30, 2011	Vol. II – p. 335
Motion to Disqualify filed October 6, 2011	Vol. II – p. 337
Order Granting Motion to Disqualify filed November 3, 2011	Vol. II – p. 341
Order – Re: Assignment of District Court Cases for Bonner County filed November 15, 2011	Vol. II – p. 345
Notice of Status and Entry of An Order for Relief from Automatic Stay Northern District of Texas filed March 12, 2012	Vol. II – p. 348
Notice of Status; Entry of an Order for Relief from Automatic Stay Northern District of California; and Request to Lift the Stay Order of September 28, 2011 filed May 2, 2012	Vol. II – p. 355
R.E. Loans, LLC's Motion for Telephonic Appearance filed May 14, 2012	Vol. II – p. 362
Notice of Hearing Re Plaintiff's Request to Lift the Stay Order of September 28, 2011 filed May 14, 2012	Vol. II – p. 365
Order Granting R.E. Loans, LLC's Motion for Telephonic Appearance filed May 23, 2012	Vol. II – p. 370
R.E. Loans, LLC's Conditional Objection to Pacific Capital Bank, N.A.'s Request to Lift the Stay Order filed May 23, 2012	Vol. II – p. 373
Pend Oreille Bonner Development, LLC's Motion for Telephonic Appearance filed May 24, 2012	Vol. II – p. 377

TABLE OF CONTENTS

Order Granting Pend Oreille Bonner Development, LLC's Motion for Telephonic Appearance filed May 25, 2012	Vol. II – p. 382
Objection to the Requested Appearance by Pend Oreille Bonner Development, LLC. filed May 30, 2012	Vol. II – p. 387
Court Minutes for hearing held on May 31, 2012	Vol. II – p. 390
Order Lifting Stay filed June 7, 2012	Vol. II – p. 392
JV's Demand for Jury Trial filed June 11, 2012	Vol. II – p. 394
North Idaho Resorts, LLC's Answer to First Pacific Capital Bank, N.A.'s Amended Complaint, Counter Claim and Cross Claim filed June 15, 2012	Vol. II – p. 397

VOLUME III

Cover Page	Vol. III – p. 541B
Table of Contents	Vol. III – p. 542
Index	Vol. III – p. 556
ROAs	Vol. III – p. 569
Defendant JV LLC's Response to Plaintiff's Request for Admissions of Fact and Genuineness of Documents filed July 2, 2012	Vol. III – p. 602
Pacific Capital Bank, N.A.'s Reply to Counter Claim by North Idaho Resorts, LLC. filed July 6, 2012	Vol. III – p. 607
Notice of Name Change filed July 9, 2012	Vol. III – p. 620
Pacific Capital Bank, N.A.'s Reply to Counter Claim by JV, LLC filed July 9, 2012	Vol. III – p. 623
Stipulation Re: Priorities Between Pacific Capital Bank, N.A. and R.E. Loans, LLC filed August 9, 2012	Vol. III – p. 631
Disclaimer filed August 9, 2012	Vol. III – p. 636

TABLE OF CONTENTS

Stipulation Re: Priorities Between Pacific Capital Bank, N.A., and Dan S. Jacobson, Sage Holdings LLC, and Steven G. Lazar filed Aug. 27, 2012	Vol. III – p. 639
Stipulation Re: Priorities Between Pacific Capital Bank, N.A., and Mountain West Bank filed August 27, 2012	Vol. III – p. 643
Order for Entry of Default (Only Joseph Dussich) filed Aug. 27, 2012	Vol. III – p. 647
Order for Entry of Default (Only Pensco Trust Co.) filed August 27, 2012	Vol. III – p. 650
Plaintiff’s Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed Aug. 29, 2012	Vol. III – p. 653
Affidavit of Counsel in Support of Plaintiff’s Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed August 29, 2012	Vol. III – p. 657
Plaintiffs Motion to Allow the Parties to Appear Telephonically at Plaintiff’s Motions Calendared for Hearing on September 20, 212 at 4:00 PM filed August 29, 2012	Vol. III – p. 662
Order Granting Plaintiffs Motion to Appear Telephonically at its Motions Calendared for Hearing on September 20, 2012 at 4:00 PM filed August 30, 2012	Vol. III – p. 665
Plaintiff’s Motion to Strike Demand for Jury Trial by Counterclaimant, JV, LLC filed August 30, 2012	Vol. III – p. 668
Court Minutes for hearing held on October 4, 2012	Vol. III – p. 672
Order Granting Motion to Strike Demand for Jury filed Oct. 15, 2012	Vol. III – p. 673
Order Granting Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed October 17, 2012	Vol. III – p. 676
Plaintiff’s Motion to Allow the Parties to Appear Telephonically at Plaintiff’s Motions Calendared for Hearing on January 31, 2013 at 10:30 AM filed January 14, 2013	Vol. III – p. 679

TABLE OF CONTENTS

Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed Jan. 14, 2013	Vol. III – p. 682
Affidavit of Counsel in Support of Plaintiff's Second Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed January 14, 2013	Vol. III – p. 686
Order Granting Plaintiffs Motion to Appear Telephonically at its Motions Calendared for Hearing on January 31, 2013 at 10:30 AM filed January 16, 2013	Vol. III – p. 692
Defendant North Idaho Resorts, LLC Response to Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed January 28, 2013	Vol. III – p. 695
Court Minutes for hearing held on January 31, 2013	Vol. III – p. 697
Order Scheduling Case for Trial filed February 4, 2013	Vol. III – p. 699
Order Granting Second Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed February 4, 2013	Vol. III – p. 702
Motion for Judgment on the Pleadings by Defendant JV, LLC and Notice of Court Hearing filed March 20, 2013	Vol. III – p. 705
JV, LLC's Memorandum – In Support of Its Motion for Judgment of the Pleadings filed March 20, 2013	Vol. III – p. 708
JV, LLC's Supplemental Memorandum – In Support of Its Motion for Judgment on the Pleadings and Correction to Paragraph VII, 5 and Waiver of Oral Argument filed April 4, 2013	Vol. III – p. 717
Memorandum in Support of Plaintiff's Opposition to Motion for Judgment on the Pleadings by JV, LLC filed April 8, 2013	Vol. III – p. 723
Affidavit of John E. Miller in Support of Opposition to JV, LLC's Motion for Judgment on the Pleadings filed April 8, 2013	Vol. III – p. 732

TABLE OF CONTENTS

VOLUME IV

Cover Page	Vol. IV – p. 753
Table of Contents	Vol. IV – p. 754
Index	Vol. IV – p. 768
ROAs	Vol. IV – p. 782
Plaintiffs Motion to Allow the Parties to Appear Telephonically at JV, LLC’s Motions Calendared for Hearing on April 19, 2013 at 11:00 AM filed April 8, 2013	Vol. IV – p. 815
Order for Default Judgment and Decree of Foreclosure as to Defendant Pend Oreille Bonner Development, LLC,. filed April 9, 2013	Vol. IV – p. 818
Affidavit of Terrilyn S. Baron in Support of Opposition to JV, LLC’s Motion for Judgment on the Pleadings filed April 12, 2013	Vol. IV – p. 824
Order Granting Plaintiffs Motion to Appear Telephonically at JV, LLC’s Motion Calendared for Hearing on April 19, 2012 at 11:00 AM filed April 16, 2013	Vol. IV – p. 831
JV, LLC’s Reply to Plaintiff’s Memorandum in Support of Plaintiff’s Opposition to Motion for Judgment on the Pleadings by JV, LLC and JV LLC’s Motion to Strike Bank’s Memorandum and the Supporting Affidavit of Terrilyn S. Baron filed April 18, 2013	Vol. IV – p. 834
Court Minutes for Motion to Dismiss held on April 19, 2013	Vol. IV – p. 842
R.E. Loans, LLC’s Answer to JV, LLC’s Cross-Claim filed Apr. 26, 2013	Vol. IV – p. 844
R.E. Loans, LLC’s Answer to North Idaho Resorts, LLC’s Cross-Claim and Cross-Claim Against North Idaho Resorts, LLC filed Apr. 29, 2013	Vol. IV – p. 857
Order Denying Motion for Judgment on the Pleadings filed May 1, 2013	Vol. IV – p. 927
Order for Default Judgment and Decree of Foreclosure as to Other Defaulted Defendants filed May 9, 2013	Vol. IV – p. 930

TABLE OF CONTENTS

Stipulation Re: Priorities Between Union Bank, N.A., and ACI Northwest, Inc. filed May 28, 2013	Vol. IV – p. 936
Plaintiff’s Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority filed July 1, 2013	Vol. IV – p. 940
Affidavit of John E. Miller in Support of Motions for Partial Summary Judgment Re Reformation and Priority filed July 1, 2013	Vol. IV – p. 944

VOLUME V

Cover Page	Vol. V –p. 965
Table of Contents	Vol. V –p. 966
Index	Vol. V –p. 980
ROAs	Vol. V –p. 993
Affidavit of Terrilyn S. Baron in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority filed July 1, 2013	Vol. V –p. 1026
Affidavit of Rick Lynskey in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority filed July 1, 2013	Vol. V – p. 1058
Supplemental Affidavit of Rick Lynskey in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority filed July 1, 2013	Vol. V – p. 1083
Plaintiff’s Motion to Allow the Parties to Appear Telephonically at Plaintiff’s Motions for Partial Summary Judgment Calendared for Hearing on July 29, 2013 at 9:30 AM filed July 1, 2013	Vol. V – p. 1100
Corrected Plaintiff’s Motion to Allow the Parties to Appear Telephonically at Plaintiff’s Motions for Partial Summary Judgment Calendared for Hearing on July 29, 2013 at 9:30 AM filed July 2, 2013	Vol. V – p. 1103

TABLE OF CONTENTS

Order Granting Plaintiffs Motion to Appear Telephonically at Plaintiff's Motions for Partial Summary Judgment Calendared for Hearing on July 29, 2013 at 9:30 AM filed July 2, 2013 Vol. V – p. 1106

R. E. Loans, LLC's Amended Cross Claim Against North Idaho Resorts, LLC filed July 15, 2013 Vol. V – p. 1109

VOLUME VI

Cover PageVol. VI – p. 1168

Table of ContentsVol. VI – p. 1169

IndexVol. VI – p. 1183

ROAsVol. VI – p. 1197

Defendant North Idaho Resort, LLC's Motion for Enlargement of Time filed July 15, 2013Vol. VI – p. 1229

JV, LLC's Affidavit of James W. Berry in Opposition to Plaintiff's Motion for Partial Summary Judgment filed July 15, 2013Vol. VI – p. 1232

JV, LLC's Memorandum in Opposition to Plaintiff's Motion for Partial Summary Judgment filed July 15, 2013Vol. VI – p. 1240

R.E. Loans, LLC's Motion for Partial Summary Judgment Against North Idaho Resorts, LLC filed July 18, 2013Vol. VI – p. 1304

R.E. Loans, LLC's Request for Judicial Notice Pursuant to IRE 201(b) filed July 18, 2013Vol. VI – p. 1307

Plaintiff's Reply Memorandum to Defendant JV, LLC's Opposition to Plaintiff's Motion for Partial Summary Judgment filed July 23, 2013Vol. VI – p. 1310

Court Minutes for hearing held on July 29, 2013Vol. VI – p. 1322

James W. Berry's Affidavit in Opposition to R.E. Loan's Motion for Partial Summary Judgment filed August 12, 2013Vol. VI – p. 1324

Stipulation as to Claims of North Idaho Resorts, LLC Against R.E. Loans, LLC filed August 20, 2013Vol. VI – p. 1328

TABLE OF CONTENTS

R.E. Loans, LLC Disclaimer of Interest in Trestle Creek filed August 20, 2013	Vol. VI – p. 1334
Memorandum on Partial Summary Judgment Re JV, LLC filed August 28, 2013	Vol. VI – p. 1340
Order Granting Partial Summary Judgment Re JV, LLC filed August 28, 2013	Vol. VI – p. 1345
Memorandum on Partial Summary Judgment Re NIR filed August 28, 2013	Vol. VI – p. 1347
Order Granting Partial Summary Judgment Re NIR in Part filed August 28, 2013	Vol. VI – p. 1352
Stipulation as to Claims of JV, LLC Against R.E. Loans, LLC filed September 11, 2013	Vol. VI – p. 1354
JV, LLC’s Motion to Alter and Amend Order Granting Partial Summary Judgment Re: JV, LLC, and Motion to Reconsider filed September 19, 2013	Vol. VI – p. 1361

VOLUME VII

Cover Page	Vol. VII – p. 1389
Table of Contents	Vol. VII – p. 1390
Index	Vol. VII – p. 1404
ROAs	Vol. VII – p. 1418
Stipulation to Continue Trial filed September 27, 2013	Vol. VII – p. 1451
Order to Continue Trial filed September 30, 2013	Vol. VII – p. 1458
Plaintiff’s Preliminary Opposition to Motion to Alter and Amend Order Granting Partial Summary Judgment and Motion to Reconsider by JV, LLC filed September 30, 2013.....	Vol. VII – p. 1460
R.E. Loans, LLC’s Response to Request for Trial Setting filed December 2, 2013	Vol. VII – p. 1463

TABLE OF CONTENTS

Court Minutes for Hearing held on December 6, 2013	Vol. VII – p. 1466
Order for Hearing Re: Trial Setting filed December 9, 2013	Vol. VII – p. 1468
Order for Hearing Re: JV, LLC’s Motion to Alter/ Reconsider filed December 9, 2013	Vol. VII – p. 1470
Plaintiff’s Written Objections to Presented Evidence by JV, LLC filed December 16, 2013	Vol. VII – p. 1472
Court Minutes for Motion held on December 20, 2013	Vol. VII – p. 1476
Amended Findings and Conclusions filed January 3, 2014	Vol. VII – p. 1479
Order Affirming Partial Summary Judgment Re: JV, LLC filed January 3, 2014	Vol. VII – p. 1484
Notice of Substitution of Handling Attorney filed Jan. 21, 2014 ..	Vol. VII – p. 1486
Plaintiff’s Motion for Enlargement of Time for Filing of Affidavit in Support of Memorandum of Attorney’s Fees and Costs as to Defendant JV, LLC filed January 23, 2014	Vol. VII – p. 1489
JV, LLC’s Motion to Deny Plaintiff’s Motion for Enlargement of Time, and JV, LLC’s Objection and Motion to Disallow Plaintiff’s Memorandum of Attorney’s Fees and Costs as Related to JV, LLC filed January 30, 2014	Vol. VII – p. 1492
JV, LLC’s Motion to Deny Plaintiff’s Supplemental Memorandum of Attorney’s Fees and Costs as to Defendant, JV, LLC, and JV, LLC’s Objection and Motion to Disallow Plaintiff’s Supplemental memorandum of Attorney’s Fees and Costs as Related to JV, LLC filed February 18, 2014	Vol. VII – p. 1495
Plaintiff’s Reply to Motion and Objection Submitted by JV, LLC on February 18, 2014 filed February 20, 2014	Vol. VII – p. 1500
JV, LLC’s Motion to Compel the Union Bank Plaintiff to Produce Documents, Motion to Vacate and Continue Trial, and Request for Expedited Telephone Hearing filed March 19, 2014	Vol. VII – p. 1504
JV, LLC’s Supplement to Motion to Compel the Union Bank Plaintiff to Produce Documents filed March 20, 2014	Vol. VII – p. 1513

TABLE OF CONTENTS

Court Minutes for Motion Hearing held on March 26, 2014	Vol. VII – p. 1521
Defendant’s Dan S. Jacobson, Sage Holdings, LLC, and Steven G. Lazar’s Answer to North Idaho Resorts, LLC’s Cross-Claim filed April 9, 2014	Vol. VII – p. 1523
Order Re: Discovery filed April 18, 2014	Vol. VII – p. 1539
Court Minutes for Hearing held on April 22, 2014	Vol. VII – p. 1541
Exhibit List filed April 28, 2014	Vol. VII – p. 1544
Witness List filed April 28, 2014	Vol. VII – p. 1548
JV, LLC’s Pre-Trial Memorandum, Witnesses, and Exhibits filed April 29, 2014	Vol. VII – p. 1551
JV, LLC’s Amended Exhibit List filed April 30, 2014	Vol. VII – p. 1562
Defendants Dan S. Jacobson, Sage Holdings LLC, and Steven G. Lazar’s Designation of Witnesses and Exhibits April 30, 2014	Vol. VII – p. 1566
Plaintiff’s Motion in Limine for Evidence Exclusion Order filed May 1, 2014	Vol. VII – p. 1569
Letter dated 4/30/2014 from Court filed May 1, 2014	Vol. VII – p. 1572
Motion Approving Stipulation filed May 5, 2014	Vol. VII – p. 1573
Order Approving Stipulation filed May 6, 2014	Vol. VII – p. 1579
Motion to Set Aside Default, Motion to Shorten Time and Notice of Hearing filed May 8, 2014	Vol. VII – p. 1582
JV LLC’s Answer to North Idaho Resorts, LLC’s Cross-Claim filed May 8, 2014	Vol. VII – p. 1589

VOLUME VIII

Cover Page	Vol. VIII – p. 1595
Table of Contents	Vol. VIII – p. 1596

TABLE OF CONTENTS

Index	Vol. VIII – p. 1610
ROAs	Vol. VIII – p. 1624
JV LLC’s Objection and Motion to Set Aside the Court’s Letter to Counsel, Dated April 30, 2014 and Motion to Reconsider filed May 9, 2014	Vol. VIII – p. 1657
Request for Judicial Notice filed May 9, 2014	Vol. VIII – p. 1664
JV LLC’s Request for Clerk’s Recording and Reporter’s Typed Transcript of the District Court’s Remarks and Rulings in Open Court on May 12, 2014 Prior to Actual Trial Commencement filed May 12, 2014	Vol. VIII – p. 1666
Court Minutes for Court Trial held on May 12, 2014	Vol. VIII – p. 1668
Court Minutes for court Trial held on May 13, 2014	Vol. VIII – p. 1694
Letter dated 6/2/2014 from Court filed June 3, 2014	Vol. VIII – p. 1717
Findings filed June 3, 2014	Vol. VIII – p. 1718
Judgment and Decree of Foreclosure as to All Defendants filed July 14, 2014	Vol. VIII – p. 1724
Minute Entry filed July 15, 2014	Vol. VIII – p. 1732
Order Denying Attorney Fees filed July 15, 2014	Vol. VIII – p. 1733
Plaintiff’s Motion for Enlargement of Time for Filing of Affidavit in Support of Memorandum of Attorney’s Fees and Costs as to Defendant North Idaho Resorts, LLC filed July 16, 2014	Vol. VIII – p. 1735
Order for Enlargement of Time for Filing of Affidavit in Support of Memorandum of Attorney’s Fees and Costs as to Defendant North Idaho Resorts, LLC filed July 23, 2014	Vol. VIII – p. 1738
Defendant North Idaho Resort, LLC’s Motion for Enlargement of Time filed July 30, 2014	Vol. VIII – p. 1741
Notice of Appeal filed August 6, 2014	Vol. VIII – p. 1744
Notice of Appeal filed August 8, 2014	Vol. VIII – p. 1750
First Amended Notice of Appeal filed August 26, 2014	Vol. VIII – p. 1761

TABLE OF CONTENTS

Order to Continue Plaintiff's Motion for Attorney's Fees and Costs as to Defendant North Idaho Resorts, LLC filed Sept. 5, 2014	Vol. VIII – p. 1767
Plaintiff's Third Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed September 9, 2014	Vol. VIII – p. 1769
Order Granting Plaintiff's Request for All Interested Parties to Appear Telephonically at Its Motion Calendared for Hearing on September 29, 2014 at 2:30 PM filed September 10, 2014	Vol. VIII – p. 1773
Order Conditionally Dismissing Appeal filed Sept. 17, 2014	Vol. VIII – p. 1776
Summary Judgment as to JV, LLC filed September 19, 2014	Vol. VIII – p. 1778
Judgment and Decree of Foreclosure as to North Idaho Resorts, LLC filed September 19, 2014	Vol. VIII – p. 1782
JV LLC's Objection to Plaintiff's Third Motion to Amend Caption and Reference to Plaintiff Based on District Court Lack of Jurisdiction filed September 23, 2014	Vol. VIII – p. 1787
Statement of No Objection filed September 29, 2014	Vol. VIII – p. 1790
Court Minutes for Motion held on September 29, 2014	Vol. VIII – p. 1793
Court Minutes for Motion for Attorney Fees held on Oct. 20, 2014	Vol. VIII – p. 1795
Order Denying Attorney Fees filed October 24, 2014	Vol. VIII – p. 1797
Findings filed October 24, 2014	Vol. VIII – p. 1799
Second Order Conditionally Dismissing Appeal filed October 27, 2014	Vol. VIII – p. 1804
Final Judgment as to JV, LLC filed October 27, 2014	Vol. VIII – p. 1806
Amended Notice of Appeal filed November 17, 2014	Vol. VIII – p. 1810
Order Granting Third Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint and Judgment by Virtue of Name Change filed December 3, 2014	Vol. VIII – p. 1821

TABLE OF CONTENTS

Final Judgment as to Pend Oreille Bonner Development, LLC filed December 4, 2014	Vol. VIII – p. 1824
Order Granting Court Reporter’s Motion for Extension of Time for a Transcript Over 500 Pages filed December 29, 2014	Vol. VIII – p. 1827
Order Granting Court Reporter’s Motion for Extension of Time for a Transcript Over 500 Pages filed December 29, 2014	Vol. VIII – p. 1828
Order Consolidating Appeals for Clerk’s Record & Reporter’s Transcript Only filed December 30, 2014	Vol. VIII – p. 1829
Court Reporter’s Motion for Time to File a Transcript Estimated to be Over 500 Pages filed January 15, 2015	Vol. VIII – p. 1832
Notice of Lodging filed March 3, 2015	Vol. VIII – p. 1834
Clerk’s Certificate	Vol. VIII – p. 1836
Clerk’s Certificate of Exhibits	Vol. VIII – p. 1838
Clerk’s Certificate Service	Vol. VIII – p. 1843

INDEX

ACI Northwest, Inc.'s Answer to First amended Complaint filed September 14, 2011	Vol. I – p. 197
Administrative Order filed September 27, 2011	Vol. II – p. 313
Affidavit of Counsel in Support of Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed August 29, 2012	Vol. III – p. 657
Affidavit of Counsel in Support of Plaintiff's Second Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed January 14, 2013	Vol. III – p. 686
Affidavit of Dana L. Rayborn Wetzel Re: Automatic Stay filed September 26, 2011	Vol. II – p. 286
Affidavit of John E. Miller in Support of Motions for Partial Summary Judgment Re Reformation and Priority filed July 1, 2013	Vol. IV – p. 944
Affidavit of John E. Miller in Support of Opposition to JV, LLC's Motion for Judgment on the Pleadings filed April 8, 2013	Vol. III – p. 732
Affidavit of Rick Lynskey in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority filed July 1, 2013	Vol. V – p. 1058
Affidavit of Terrilyn S. Baron in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority filed July 1, 2013	Vol. V – p. 1026
Affidavit of Terrilyn S. Baron in Support of Opposition to JV, LLC's Motion for Judgment on the Pleadings filed April 12, 2013	Vol. IV – p. 824
Affidavit RE: Verification of Complaint for Mortgage Foreclosure filed February 8, 2011	Vol. I – p. 110
Amended Disclaimer filed May 26, 2011	Vol. I – p. 164
Amended Findings and Conclusions filed January 3, 2014	Vol. VII – p. 1479
Amended Notice of Appeal filed November 17, 2014	Vol. VIII – p. 1810
Clerk's Certificate	Vol. I – p. 207 and Vol. VIII – p. 1836

INDEX

Clerk's Certificate of Exhibits	Vol. I – p. 209 and Vol. VIII – p. 1838
Clerk's Certificate Service	Vol. I – p. 214 and Vol. VIII – p. 1843
Clerk's Record on Appeal	Vol. I – p. 2
Complaint for Mortgage Foreclosure filed January 28, 2011	Vol. I – p. 65
Corrected Plaintiff's Motion to Allow the Parties to Appear Telephonically at Plaintiff's Motions for Partial Summary Judgment Calendared for Hearing on July 29, 2013 at 9:30 AM filed July 2, 2013	Vol. V – p. 1103
Court Minutes for Court Trial held on May 12, 2014	Vol. VIII – p. 1668
Court Minutes for court Trial held on May 13, 2014	Vol. VIII – p. 1694
Court Minutes for Hearing held on April 22, 2014	Vol. VII – p. 1541
Court Minutes for Hearing held on December 6, 2013	Vol. VII – p. 1466
Court Minutes for hearing held on January 31, 2013	Vol. III – p. 697
Court Minutes for hearing held on July 29, 2013	Vol. VI – p. 1322
Court Minutes for hearing held on May 31, 2012	Vol. II – p. 390
Court Minutes for hearing held on October 4, 2012	Vol. III – p. 672
Court Minutes for Motion for Attorney Fees held on Oct. 20, 2014	Vol. VIII – p. 1795
Court Minutes for Motion Hearing held on March 26, 2014	Vol. VII – p. 1521
Court Minutes for Motion held on December 20, 2013	Vol. VII – p. 1476
Court Minutes for Motion held on September 29, 2014	Vol. VIII – p. 1793
Court Minutes for Motion to Dismiss held on April 19, 2013	Vol. IV – p. 842
Court Reporter's Motion for Time to File a Transcript Estimated to be Over 500 Pages filed January 15, 2015	Vol. VIII – p. 1832

INDEX

Cover Page	Vol. I – p. 1, Vol. II – p. 216, Vol. III – p. 541B, Vol. IV – p. 753, Vol. V – p. 965, Vol. VI – p. 1168, Vol. VII – p. 1389 and Vol. VIII – p. 1595
Defendant JV LLC's Response to Plaintiff's Request for Admissions of Fact and Genuineness of Documents filed July 2, 2012	Vol. III – p. 602
Defendant North Idaho Resort, LLC's Motion for Enlargement of Time filed July 15, 2013	Vol. VI – p. 1229
Defendant North Idaho Resort, LLC's Motion for Enlargement of Time filed July 30, 2014	Vol. VIII – p. 1741
Defendant North Idaho Resorts, LLC Response to Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed January 28, 2013	Vol. III – p. 695
Defendant's Dan S. Jacobson, Sage Holdings, LLC, and Steven G. Lazar's Answer to North Idaho Resorts, LLC's Cross-Claim filed April 9, 2014	Vol. VII – p. 1523
Defendants Dan S. Jacobson, Sage Holdings LLC, and Steven G. Lazar's Designation of Witnesses and Exhibits April 30, 2014	Vol. VII – p. 1566
Disclaimer filed August 9, 2012	Vol. III – p. 636
Disclaimer filed March 16, 2011	Vol. I – p. 120
Ex Parte Motion for Order Allowing Out of State Service filed February 2, 2011	Vol. I – p. 108
Ex Parte Motion for Order Allowing Service of Summons By Publication filed August 29, 2011	Vol. I – p. 182
Ex Parte Motion for Order Allowing Service of Summons by Publication filed September 14, 2011	Vol. II – p. 276
Exhibit List filed April 28, 2014	Vol. VII – p. 1544
Final Judgment as to JV, LLC filed October 27, 2014	Vol. VIII – p. 1806
Final Judgment as to Pend Oreille Bonner Development, LLC filed December 4, 2014	Vol. VIII – p. 1824

INDEX

Findings filed June 3, 2014	Vol. VIII – p. 1718
Findings filed October 24, 2014	Vol. VIII – p. 1799
First Amended Complaint for: 1. Reformation of Legal Description Contained in Mortgage (Scrivener’s Error); and 2. Mortgage Foreclosure filed May 17, 2011	Vol. I – p. 122
First Amended Notice of Appeal filed August 26, 2014	Vol. VIII – p. 1761
Index	Vol. I – p. 19, Vol. II – p. 230, Vol. III – p. 556, Vol. IV – p. 768, Vol. V –p. 980, Vol. VI – p. 1183, Vol. VII – p. 1404 and Vol. VIII – p. 1610
James W. Berry’s Affidavit in Opposition to R.E. Loan’s Motion for Partial Summary Judgment filed August 12, 2013	Vol. VI – p. 1324
Judgment and Decree of Foreclosure as to All Defendants filed July 14, 2014	Vol. VIII – p. 1724
Judgment and Decree of Foreclosure as to North Idaho Resorts, LLC filed September 19, 2014	Vol. VIII – p. 1782
JV LLC’s Answer to North Idaho Resorts, LLC’s Cross-Claim filed May 8, 2014	Vol. VII – p. 1589
JV LLC’s Objection and Motion to Set Aside the Court’s Letter to Counsel, Dated April 30, 2014 and Motion to Reconsider filed May 9, 2014	Vol. VIII – p. 1657
JV LLC’s Objection to Plaintiff’s Third Motion to Amend Caption and Reference to Plaintiff Based on District Court Lack of Jurisdiction filed September 23, 2014	Vol. VIII – p. 1787
JV LLC’s Request for Clerk’s Recording and Reporter’s Typed Transcript of the District Court’s Remarks and Rulings in Open Court on May 12, 2014 Prior to Actual Trial Commencement filed May 12, 2014	Vol. VIII – p. 1666
JV, LLC Answer to First Amended Complaint, Counterclaim and Cross Claim filed August 29, 2011	Vol. I – p. 184
JV, LLC’s Affidavit of James W. Berry in Opposition to Plaintiff’s Motion for Partial Summary Judgment filed July 15, 2013	Vol. VI – p. 1232
JV, LLC’s Amended Exhibit List filed April 30, 2014	Vol. VII – p. 1562

INDEX

JV, LLC's Memorandum – In Support of Its Motion for Judgment of the Pleadings filed March 20, 2013	Vol. III – p. 708
JV, LLC's Memorandum in Opposition to Plaintiff's Motion for Partial Summary Judgment filed July 15, 2013	Vol. VI – p. 1240
JV, LLC's Motion to Alter and Amend Order Granting Partial Summary Judgment Re: JV, LLC, and Motion to Reconsider filed September 19, 2013	Vol. VI – p. 1361
JV, LLC's Motion to Compel the Union Bank Plaintiff to Produce Documents, Motion to Vacate and Continue Trial, and Request for Expedited Telephone Hearing filed March 19, 2014	Vol. VII – p. 1504
JV, LLC's Motion to Deny Plaintiff's Motion for Enlargement of Time, and JV, LLC's Objection and Motion to Disallow Plaintiff's Memorandum of Attorney's Fees and Costs as Related to JV, LLC filed January 30, 2014	Vol. VII – p. 1492
JV, LLC's Motion to Deny Plaintiff's Supplemental Memorandum of Attorney's Fees and Costs as to Defendant, JV, LLC, and JV, LLC's Objection and Motion to Disallow Plaintiff's Supplemental memorandum of Attorney's Fees and Costs as Related to JV, LLC filed February 18, 2014	Vol. VII – p. 1495
JV, LLC's Pre-Trial Memorandum, Witnesses, and Exhibits filed April 29, 2014	Vol. VII – p. 1551
JV, LLC's Reply to Plaintiff's Memorandum in Support of Plaintiff's Opposition to Motion for Judgment on the Pleadings by JV, LLC and JV LLC's Motion to Strike Bank's Memorandum and the Supporting Affidavit of Terrilyn S. Baron filed April 18, 2013	Vol. IV – p. 834
JV, LLC's Supplement to Motion to Compel the Union Bank Plaintiff to Produce Documents filed March 20, 2014	Vol. VII – p. 1513
JV, LLC's Supplemental Memorandum – In Support of Its Motion for Judgment on the Pleadings and Correction to Paragraph VII, 5 and Waiver of Oral Argument filed April 4, 2013	Vol. III – p. 717
JV's Demand for Jury Trial filed June 11, 2012	Vol. II – p. 394
Letter dated 4/30/2014 from Court filed May 1, 2014	Vol. VII – p. 1572

INDEX

Letter dated 6/2/2014 from Court filed June 3, 2014	Vol. VIII – p. 1717
Memorandum in Support of Plaintiff’s Opposition to Motion for Judgment on the Pleadings by JV, LLC filed April 8, 2013	Vol. III – p. 723
Memorandum on Partial Summary Judgment Re JV, LLC filed August 28, 2013	Vol. VI – p. 1340
Memorandum on Partial Summary Judgment Re NIR filed August 28, 2013	Vol. VI – p. 1347
Minute Entry filed July 15, 2014	Vol. VIII – p. 1732
Motion Approving Stipulation filed May 5, 2014	Vol. VII – p. 1573
Motion for Judgment on the Pleadings by Defendant JV, LLC and Notice of Court Hearing filed March 20, 2013	Vol. III – p. 705
Motion to Disqualify filed October 6, 2011	Vol. II – p. 337
Motion to Set Aside Default, Motion to Shorten Time and Notice of Hearing filed May 8, 2014	Vol. VII – p. 1582
North Idaho Resorts, LLC’s Answer to First Pacific Capital Bank, N.A.’s Amended Complaint, Counter Claim and Cross Claim filed June 15, 2012	Vol. II – p. 397
Notice of Appeal filed August 6, 2014	Vol. VIII – p. 1744
Notice of Appeal filed August 8, 2014	Vol. VIII – p. 1750
Notice of Appearance (North Idaho Resorts, LLC) filed February 23, 2011	Vol. I – p.114
Notice of Hearing Re Plaintiff’s Request to Lift the Stay Order of September 28, 2011 filed May 14, 2012	Vol. II – p. 365
Notice of Lodging filed March 3, 2015	Vol. VIII – p. 1834
Notice of Name Change filed July 9, 2012	Vol. III – p. 620
Notice of Status and Entry of An Order for Relief from Automatic Stay Northern District of Texas filed March 12, 2012	Vol. II – p. 348

INDEX

Notice of Status; Entry of an Order for Relief from Automatic Stay Northern District of California; and Request to Lift the Stay Order of September 28, 2011 filed May 2, 2012	Vol. II – p. 355
Notice of Substitution of Counsel filed May 27, 2011	Vol. I – p. 166
Notice of Substitution of Handling Attorney filed Jan. 21, 2014 ..	Vol. VII – p. 1486
Objection to the Requested Appearance by Pend Oreille Bonner Development, LLC. filed May 30, 2012	Vol. II – p. 387
Order – Re: Assignment of District Court Cases for Bonner County filed September 30, 2011	Vol. II – p. 335
Order – Re: Assignment of District Court Cases for Bonner County filed November 15, 2011	Vol. II – p. 345
Order Affirming Partial Summary Judgment Re: JV, LLC filed January 3, 2014	Vol. VII – p. 1484
Order Allowing Out of State Service of Summons filed Feb. 9, 2011 ..	Vol. I – p.112
Order Allowing Service of Summons by Publication filed Sept. 2, 2011	Vol. I – p. 195
Order Allowing Service of Summons by Publication filed Sept. 22, 2011	Vol. II – p. 284
Order Approving Stipulation filed May 6, 2014	Vol. VII – p. 1579
Order Conditionally Dismissing Appeal filed Sept. 17, 2014	Vol. VIII – p. 1776
Order Consolidating Appeals for Clerk’s Record & Reporter’s Transcript Only filed December 30, 2014	Vol. VIII – p. 1829
Order Denying Attorney Fees filed July 15, 2014	Vol. VIII – p. 1733
Order Denying Attorney Fees filed October 24, 2014	Vol. VIII – p. 1797
Order Denying Motion for Judgment on the Pleadings filed May 1, 2013	Vol. IV – p. 927
Order for Default Judgment and Decree of Foreclosure as to Defendant Pend Oreille Bonner Development, LLC,. filed April 9, 2013	Vol. IV – p. 818

INDEX

Order for Default Judgment and Decree of Foreclosure as to Other Defaulted Defendants filed May 9, 2013	Vol. IV – p. 930
Order for Enlargement of Time for Filing of Affidavit in Support of Memorandum of Attorney’s Fees and Costs as to Defendant North Idaho Resorts, LLC filed July 23, 2014	Vol. VIII – p. 1738
Order for Entry of Default (B-K Lighting, Inc.) filed Sept. 22, 2011	Vol. II – p. 278
Order for Entry of Default (Only Joseph Dussich) filed Aug. 27, 2012	Vol. III – p. 647
Order for Entry of Default (Only Pensco Trust Co.) filed August 27, 2012	Vol. III – p. 650
Order for Entry of Default (Panhandle State Bank, Timberline Investments, LLC., Wells Fargo Capital Finance, LLC., HLT Real Estate LLC., Russ Capital Group, LLC., and Mortgage Fund ‘08 LLC.,) filed Sept. 22, 2011	Vol. II – p. 281
Order for Entry of Default filed July 21, 2011	Vol. I – p. 171
Order for Entry of Default filed July 21, 2011	Vol. I – p. 175
Order for Entry of Default filed March 14, 2011	Vol. I – p.117
Order for Hearing Re: JV, LLC’s Motion to Alter/ Reconsider filed December 9, 2013	Vol. VII – p. 1470
Order for Hearing Re: Trial Setting filed December 9, 2013	Vol. VII – p. 1468
Order Granting Court Reporter’s Motion for Extension of Time for a Transcript Over 500 Pages filed December 29, 2014	Vol. VIII – p. 1827
Order Granting Court Reporter’s Motion for Extension of Time for a Transcript Over 500 Pages filed December 29, 2014	Vol. VIII – p. 1828
Order Granting Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed October 17, 2012	Vol. III – p. 676
Order Granting Motion to Disqualify filed November 3, 2011	Vol. II – p. 341

INDEX

Order Granting Motion to Strike Demand for Jury filed Oct. 15, 2012	Vol. III – p. 673
Order Granting Partial Summary Judgment Re JV, LLC filed August 28, 2013	Vol. VI – p. 1345
Order Granting Partial Summary Judgment Re NIR in Part filed August 28, 2013	Vol. VI – p. 1352
Order Granting Pend Oreille Bonner Development, LLC’s Motion for Telephonic Appearance filed May 25, 2012	Vol. II – p. 382
Order Granting Plaintiff’s Request for All Interested Parties to Appear Telephonically at Its Motion Calendared for Hearing on September 29, 2014 at 2:30 PM filed September 10, 2014	Vol. VIII – p. 1773
Order Granting Plaintiffs Motion to Appear Telephonically at its Motions Calendared for Hearing on September 20, 2012 at 4:00 PM filed August 30, 2012	Vol. III – p. 665
Order Granting Plaintiffs Motion to Appear Telephonically at its Motions Calendared for Hearing on January 31, 2013 at 10:30 AM filed January 16, 2013	Vol. III – p. 692
Order Granting Plaintiffs Motion to Appear Telephonically at JV, LLC’s Motion Calendared for Hearing on April 19, 2012 at 11:00 AM filed April 16, 2013	Vol. IV – p. 831
Order Granting Plaintiffs Motion to Appear Telephonically at Plaintiff’s Motions for Partial Summary Judgment Calendared for Hearing on July 29, 2013 at 9:30 AM filed July 2, 2013	Vol. V – p. 1106
Order Granting R.E. Loans, LLC’s Motion for Telephonic Appearance filed May 23, 2012	Vol. II – p. 370
Order Granting Second Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed February 4, 2013	Vol. III – p. 702
Order Granting Third Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint and Judgment by Virtue of Name Change filed December 3, 2014	Vol. VIII – p. 1821

INDEX

Order Lifting Stay filed June 7, 2012	Vol. II – p. 392
Order Re: Discovery filed April 18, 2014	Vol. VII – p. 1539
Order Re: Dismissal Without Prejudice of Defendant Amy Korengut Only filed July 26, 2011	Vol. I – p. 179
Order Scheduling Case for Trial filed February 4, 2013	Vol. III – p. 699
Order to Continue Plaintiff's Motion for Attorney's Fees and Costs as to Defendant North Idaho Resorts, LLC filed Sept. 5, 2014	Vol. VIII – p. 1767
Order to Continue Trial filed September 30, 2013	Vol. VII – p. 1458
Pacific Capital Bank, N.A.'s Reply to Counter Claim by JV, LLC filed July 9, 2012	Vol. III – p. 623
Pacific Capital Bank, N.A.'s Reply to Counter Claim by North Idaho Resorts, LLC. filed July 6, 2012	Vol. III – p. 607
Pend Oreille Bonner Development, LLC's Motion for Telephonic Appearance filed May 24, 2012	Vol. II – p. 377
Plaintiff's Motion for Enlargement of Time for Filing of Affidavit in Support of Memorandum of Attorney's Fees and Costs as to Defendant JV, LLC filed January 23, 2014	Vol. VII – p. 1489
Plaintiff's Motion for Enlargement of Time for Filing of Affidavit in Support of Memorandum of Attorney's Fees and Costs as to Defendant North Idaho Resorts, LLC filed July 16, 2014	Vol. VIII – p. 1735
Plaintiff's Motion in Limine for Evidence Exclusion Order filed May 1, 2014	Vol. VII – p. 1569
Plaintiff's Motion to Allow the Parties to Appear Telephonically at Plaintiff's Motions Calendared for Hearing on January 31, 2013 at 10:30 AM filed January 14, 2013	Vol. III – p. 679
Plaintiff's Motion to Allow the Parties to Appear Telephonically at Plaintiff's Motions for Partial Summary Judgment Calendared for Hearing on July 29, 2013 at 9:30 AM filed July 1, 2013	Vol. V – p. 1100

INDEX

Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed Aug. 29, 2012	Vol. III – p. 653
Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed Jan. 14, 2013	Vol. III – p. 682
Plaintiff's Motion to Strike Demand for Jury Trial by Counterclaimant, JV, LLC filed August 30, 2012	Vol. III – p. 668
Plaintiff's Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority filed July 1, 2013	Vol. IV – p. 940
Plaintiff's Preliminary Opposition to Motion to Alter and Amend Order Granting Partial Summary Judgment and Motion to Reconsider by JV, LLC filed September 30, 2013.....	Vol. VII – p. 1460
Plaintiff's Reply Memorandum to Defendant JV, LLC's Opposition to Plaintiff's Motion for Partial Summary Judgment filed July 23, 2013	Vol. VI – p. 1310
Plaintiff's Reply to Motion and Objection Submitted by JV, LLC on February 18, 2014 filed February 20, 2014	Vol. VII – p. 1500
Plaintiff's Third Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change filed September 9, 2014	Vol. VIII – p. 1769
Plaintiff's Written Objections to Presented Evidence by JV, LLC filed December 16, 2013	Vol. VII – p. 1472
Plaintiffs Motion to Allow the Parties to Appear Telephonically at Plaintiff's Motions Calendared for Hearing on September 20, 212 at 4:00 PM filed August 29, 2012	Vol. III – p. 662
Plaintiffs Motion to Allow the Parties to Appear Telephonically at JV, LLC's Motions Calendared for Hearing on April 19, 2013 at 11:00 AM filed April 8, 2013	Vol. IV – p. 815
R. E. Loans, LLC's Amended Cross Claim Against North Idaho Resorts, LLC filed July 15, 2013	Vol. V – p. 1109

INDEX

R.E. Loans, LLC Disclaimer of Interest in Trestle Creek filed August 20, 2013	Vol. VI – p. 1334
R.E. Loans, LLC’s Answer to JV, LLC’s Cross-Claim filed Apr. 26, 2013	Vol. IV – p. 844
R.E. Loans, LLC’s Answer to North Idaho Resorts, LLC’s Cross-Claim and Cross-Claim Against North Idaho Resorts, LLC filed Apr. 29, 2013	Vol. IV – p. 857
R.E. Loans, LLC’s Conditional Objection to Pacific Capital Bank, N.A.’s Request to Lift the Stay Order filed May 23, 2012	Vol. II – p. 373
R.E. Loans, LLC’s Motion for Partial Summary Judgment Against North Idaho Resorts, LLC filed July 18, 2013	Vol. VI – p. 1304
R.E. Loans, LLC’s Motion for Telephonic Appearance filed May 14, 2012	Vol. II – p. 362
R.E. Loans, LLC’s Request for Judicial Notice Pursuant to IRE 201(b) filed July 18, 2013	Vol. VI – p. 1307
R.E. Loans, LLC’s Response to Request for Trial Setting filed December 2, 2013	Vol. VII – p. 1463
Request for Judicial Notice filed May 9, 2014	Vol. VIII – p. 1664
ROAs	Vol. I – p. 32, Vol. II – p. 243, Vol. III – p. 569, Vol. IV – p. 782, Vol. V –p. 993, Vol. VI – p. 1197, Vol. VII – p. 1418 and Vol. VIII – p. 1624
Second Order Conditionally Dismissing Appeal filed October 27, 2014	Vol. VIII – p. 1804
Statement of No Objection filed September 29, 2014	Vol. VIII – p. 1790
Stay Order (re: Mortgage Fund ’08, LLC) filed Sept. 28, 2011	Vol. II – p. 321
Stay Order (re: R.E. Loans, LLC) filed September 28, 2011	Vol. II – p. 327
Stipulation as to Claims of JV, LLC Against R.E. Loans, LLC filed September 11, 2013	Vol. VI – p. 1354

INDEX

Stipulation as to Claims of North Idaho Resorts, LLC Against R.E. Loans, LLC filed August 20, 2013	Vol. VI – p. 1328
Stipulation Re: Priorities Between Pacific Capital Bank, N.A. and R.E. Loans, LLC filed August 9, 2012	Vol. III – p. 631
Stipulation Re: Priorities Between Pacific Capital Bank, N.A., and Dan S. Jacobson, Sage Holdings LLC, and Steven G. Lazar filed Aug. 27, 2012	Vol. III – p. 639
Stipulation Re: Priorities Between Pacific Capital Bank, N.A., and Mountain West Bank filed August 27, 2012	Vol. III – p. 643
Stipulation Re: Priorities Between Union Bank, N.A., and ACI Northwest, Inc. filed May 28, 2013	Vol. IV – p. 936
Stipulation to Continue Trial filed September 27, 2013	Vol. VII – p. 1451
Summary Judgment as to JV, LLC filed September 19, 2014	Vol. VIII – p. 1778
Summons (copy to file) issued January 28, 2011	Vol. I – p. 105
Supplemental Affidavit of Rick Lynskey in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority filed July 1, 2013	Vol. V – p. 1083
Table of Contents	Vol. I – p. 4, Vol. II – p. 217, Vol. III – p. 542, Vol. IV – p. 754, Vol. V – p. 966, Vol. VI – p. 1169, Vol. VII – p. 1390 and Vol. VIII – p. 1596
Witness List filed April 28, 2014	Vol. VII – p. 1548

Date	Code	User	Judge
1/28/2011	NCOC	BOWERS	New Case Filed - Other Claims Steve Verby
	APER	BOWERS	Plaintiff: Pacific Capital Bank, N.A. Appearance John E. Miller Steve Verby
		BOWERS	Filing: A - All initial civil case filings of any type not listed in categories B-H, or the other A listings below Paid by: Miller, John E. (attorney for Pacific Capital Bank, N.A.) Receipt number: 0450827 Dated: 1/28/2011 Amount: \$88.00 (Check) For: Pacific Capital Bank, N.A. (plaintiff) Steve Verby
	COMP	PHILLIPS	Complaint Filed - Complaint for Mortgage Foreclosure Steve Verby
	SMIS	PHILLIPS	Summons Issued - 27 Steve Verby
2/2/2011		PHILLIPS	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Finney et al Receipt number: 0451039 Dated: 2/2/2011 Amount: \$58.00 (Check) For: JV L.L.C. (defendant) Steve Verby
	MOTN	OPPELT	Exparte Motion for Order Allowing Out of State Service Steve Verby
	AFFD	OPPELT	Affidavit in Support of Exparte Motion for Order Allowing Out of State Service Steve Verby
	NOAP	OPPELT	Notice Of Appearance for JV L.L.C. Steve Verby
	APER	OPPELT	Defendant: JV L.L.C. Appearance Gary A. Finney Steve Verby
2/7/2011		PHILLIPS	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Finney et al Receipt number: 0451310 Dated: 2/7/2011 Amount: \$58.00 (Check) For: ACI Northwest Inc, an Idaho corporation (defendant) Steve Verby
	NOAP	OPPELT	Notice Of Appearance Steve Verby
	APER	OPPELT	Defendant: ACI Northwest Inc, an Idaho corporation Appearance John A Finney Steve Verby
2/8/2011	AFFD	PHILLIPS	Affidavit Re Verification of Complaint for Mortgage Foreclosure Steve Verby
2/9/2011	ORDR	PHILLIPS	Order Allowing Out of State Service of Summons Steve Verby
2/23/2011		PHILLIPS	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Wetzel Wetzel & Holt Receipt number: 0452255 Dated: 2/23/2011 Amount: \$58.00 (Check) For: North Idaho Resorts LLC, an Idaho limited liability (defendant) Steve Verby
	APER	PHILLIPS	Defendant: North Idaho Resorts LLC, an Idaho limited liability Appearance Steven C. Wetzel Steve Verby
	NOAP	PHILLIPS	Notice Of Appearance Steve Verby
	NOTC	OPPELT	Notice of Intent to Take Default Steve Verby

Date	Code	User	Judge
2/24/2011		PHILLIPS	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Layman Layman & Robinson PLLC Receipt number: 0452451 Dated: 2/25/2011 Amount: \$58.00 (Check) For: Montaheno Investments LLC, a Nevada limited liabil (defendant), Pend Oreille Bonner Development Holdings, Inc. (defendant), Pend Oreille Bonner Development, LLC (defendant) and Toyon Investments LLC (defendant)
	APER	PHILLIPS	Defendant: Pend Oreille Bonner Development, LLC Appearance John R Layman and Patti Jo Foster
	APER	PHILLIPS	Defendant: Pend Oreille Bonner Development Holdings, Inc. Appearance John R Layman and Patti Jo Foster
	APER	PHILLIPS	Defendant: Montaheno Investments LLC, a Nevada limited liabil Appearance John R Layman and Patti Jo Foster
	APER	PHILLIPS	Defendant: Toyon Investments LLC Appearance John R Layman and Patti Jo Foster
	NOAP	PHILLIPS	Notice Of Appearance - Layman and Foster
	MISC	PHILLIPS	no envelope enclosed for mailing copy of appearance to Layman
3/3/2011		PHILLIPS	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Lukins & Annis, PS Receipt number: 0453080 Dated: 3/8/2011 Amount: \$58.00 (Check) For: Mountain West Bank (defendant)
	APER	PHILLIPS	Defendant: Mountain West Bank Appearance Richard Wayne Sweney
	NOTC	PHILLIPS	Notice of Appearance
3/8/2011	REQU	PHILLIPS	Request for Entry of Default
3/10/2011	AFFD	PHILLIPS	Affidavit of John E Miller in Support of Request for Entry of Default
3/14/2011	ORDR	PHILLIPS	Order for Entry of Default
	CDIS	PHILLIPS	Civil Disposition entered for: Montaheno Investments LLC, a Nevada limited liabil, Defendant; Pend Oreille Bonner Development Holdings, Inc., Defendant; Pend Oreille Bonner Development, LLC, Defendant; Reeves, Ann B, Defendant; Reeves, Charles W, Defendant; Toyon Investments LLC, Defendant; Pacific Capital Bank, N.A., Plaintiff. Filing date: 3/14/2011
3/16/2011	MISC	OPPELT	Disclaimer

Date	Code	User	Judge
3/21/2011		PHILLIPS	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Ramsden & Lyons LLP Receipt number: 0453868 Dated: 3/22/2011 Amount: \$58.00 (Check) For: B-K Lighting Inc (defendant)
	APER	PHILLIPS	Defendant: B-K Lighting Inc Appearance Douglas S. Marfice
	NOAP	PHILLIPS	Notice Of Appearance
		PHILLIPS	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Elsaesser Jarzabek et al Receipt number: 0453878 Dated: 3/22/2011 Amount: \$58.00 (Check) For: Jacobson, Dan S (defendant), Lazar, Steven G (defendant) and Sage Holdings LLC (defendant)
	APER	PHILLIPS	Defendant: Jacobson, Dan S Appearance Bruce Anderson
	APER	PHILLIPS	Defendant: Sage Holdings LLC Appearance Bruce Anderson
	APER	PHILLIPS	Defendant: Lazar, Steven G Appearance Bruce Anderson
	NOAP	PHILLIPS	Notice Of Appearance
5/17/2011	SMRT	PHILLIPS	Summons Returned
	SMIS	PHILLIPS	Summons Issued - First Amended Complaint
	AMCO	PHILLIPS	First Amended Complaint Filed for: 1. Reformation of Legal Description Contained in Mortgage (Scrivener's Error); and 2. Mortgage Foreclosure
5/18/2011	NOTC	PHILLIPS	Amended Notice of Appearance for JV LLC
5/26/2011	MISC	PHILLIPS	Amended Disclaimer - Idaho State Tax Commission
5/27/2011	SUBC	PHILLIPS	Substitution Of Counsel - Steven Wetzel of Wetzel, Wetzel & Holt out; Steven Wetzel of James Vernon & Weeks in for North Idaho Resorts
7/11/2011	NODF	PHILLIPS	Notice Of Intent To Take Default
7/14/2011	REQU	PHILLIPS	Request for Entry of Default
	AFFD	PHILLIPS	Affidavit of John E Miller in Support of Request for Entry of Default
7/20/2011	REQU	PHILLIPS	Request for Dismissal Without Prejudice of Defendant Amy Korengut Only
7/21/2011	ORDR	PHILLIPS	Order for Entry of Default (re First Amended Complaint against certain defendants)

Date	Code	User	Judge
7/21/2011	CDIS	PHILLIPS	Civil Disposition entered for: Pacific Capital Bank, N.A., Plaintiff; Pend Oreille Bonner Development Holdings, Inc., Defendant; Montaheno Investments LLC, a Nevada limited liability, Defendant; Toyon Investments LLC, Defendant; Reeves, Ann B, Defendant; Reeves, Charles W, Defendant. Filing date: 7/21/2011
	MISC	PHILLIPS	no copies or envelopes provided for mailing of Order of Default to other parties
7/26/2011	ORDR	PHILLIPS	Order Re Dismissal Without Prejudice of Defendant Amy Korengut Only
	MISC	PHILLIPS	no copies or envelopes provided for mailing of above dismissal
	CDIS	PHILLIPS	Civil Disposition entered for: Korengut, Amy, Defendant; Pacific Capital Bank, N.A., Plaintiff. Filing date: 7/26/2011
8/17/2011	NODF	PHILLIPS	Notice Of Intent To Take Default
	AFSV	PHILLIPS	Affidavit Of Service of First Amended Complaint
8/29/2011		KELSO	Filing: K4 - Cross Claim (defendant v defendant or plaintiff v. plaintiff) This fee is in addition to any fee filed as a plaintiff to initiate the case or as a defendant appearing in the case Paid by: Finney, Finney, Finney, P.A. Receipt number: 0462151 Dated: 8/29/2011 Amount: \$14.00 (Check) For: JV L.L.C. (defendant)
	EXMN	PHILLIPS	Ex-parte Motion for Order Allowing Service of Summons by Publication
	AFFD	PHILLIPS	Affidavit in Support of Ex Parte Motion for Order Allowing Service of Summons by Publication
	ANSW	PHILLIPS	JV, LLC Answer to First Amended Complaint, Counterclaim and Cross Claim
9/2/2011	ORDR	PHILLIPS	Order Allowing Service of Summons by Publication
9/9/2011	AFMA	ADLER	Affidavit Of Mailing pursuant to order for publication of summons
	AFSV	PHILLIPS	Affidavit Of Service - Curt Hecker, Registered Agent, served for Panhandle State Bank 6/27/11
	AFSV	PHILLIPS	Affidavit Of Service - Robert Myers, agent for Timberline Investments LLC served 6/27/11
	AFSV	PHILLIPS	Affidavit Of Service - Corporations Services, Registered Agent, served for Wells Fargo Capital finance LLC on 6/23/11
	AFSV	PHILLIPS	Affidavit Of Service - Chelsea Stephens, authorized person, served for Bailey Law Group for HLT Real Estate LLC on 6/22/11
	AFSV	PHILLIPS	Affidavit Of Service - Statutory Agent served for Russ Capital Group, LLC, on 6/29/11

Date	Code	User	Judge
9/9/2011	NOSV	PHILLIPS	- Certificate of Service - Philip Dimatteo served for Russ Capital 6/28/11 ; no longer statutory agent
	PROO	PHILLIPS	Proof Of Service - Selena Thai of Accoutning served for Mortgage Fund '08 LLC on 6/22/11
9/14/2011	ANSW	PHILLIPS	ACI Northwest, Inc's Answer to First Amended Complaint
	REQU	PHILLIPS	Request for Entry of Default
	AFFD	PHILLIPS	Affidavit in Support of Request for Entry of Default (re Panhandle State Bank, Timberline investments, Wells Fargo Capital Finance, HLT Real Estate, Russ Capital Group and mortgage Fund '08)
	AFFD	PHILLIPS	Affidavit of John E Miller in Support of Request for Entry of Default
	EXMN	PHILLIPS	Ex-parte Motion for Order Allowing Service of Summons by Publication
	AFFD	PHILLIPS	Affidavit in Support of Ex Parte Motion for Order Allowing Service of Summons by Publication
9/19/2011	REQU	PHILLIPS	Request for Entry of Default (re B-K Lighting)
	AFFD	PHILLIPS	Affidavit of John E Miller in Support of Request for Entry of Default
	MISC	HENDRICKSO	*****END OF FILE 1*****BEGIN FILE 2*****
9/22/2011	ORDR	PHILLIPS	Order for Entry of Default (re B-K Lighting, Inc)
	CDIS	PHILLIPS	Civil Disposition entered for: B-K Lighting Inc, Defendant; Pacific Capital Bank, N.A., Plaintiff. Filing date: 9/22/2011
	ORDR	PHILLIPS	Order for Entry of Default against Panhandle State Bank, Timberline Investments LLC, Wells Fargo Capital Finance, LLC, HLT Real Estate LLC, Russ Capital Group, LLC, and Mortgage Fund '08, LLC
	CDIS	PHILLIPS	Civil Disposition entered for: HLT Real Estate LLC, Defendant; Mortgage Fund '08 LLC, Defendant; Panhandle State Bank, an Idaho corporation, Defendant; Russ Capital Group LLC, Defendant; Timberline Investments, LLC, an Idaho limited liab, Defendant; Wells Fargo Capital Finance LLC a Delaware LL Co., Defendant; Pacific Capital Bank, N.A., Plaintiff. Filing date: 9/22/2011
	ORDR	PHILLIPS	Order Allowing Service of Summons by Publication
9/26/2011	AFFD	PHILLIPS	Affidavit of Dana L Rayborn Wetzel Re Automatic Stay
9/27/2011	ORDR	OPPELT	Administrative Order B11-DW.1

Date	Code	User		Judge
9/27/2011	CHJG	OPPELT	Change Assigned Judge	Jeff Brudie
9/28/2011	ORDR	PHILLIPS	Stay Order (re Mortgage Fund '08, LLC)	Steve Verby
	ORDR	PHILLIPS	Stay Order (re R.E. Loans, LLC)	Steve Verby
	CDIS	PHILLIPS	Civil Disposition entered for: Mortgage Fund '08 LLC, Defendant; R.E. Loans LLC, a California Limited Liability Co, Defendant; Pacific Capital Bank, N.A., Plaintiff. Filing date: 9/28/2011	Jeff Brudie
9/29/2011	CINF	PHILLIPS	Clerk Information - file being returned to Sylvia	Jeff Brudie
9/30/2011	ORDR	OPPELT	Order of Reassignment	Jeff Brudie
	CHJG	OPPELT	Change Assigned Judge	John Stegner
10/4/2011	NOTC	OPPELT	Notice	John Stegner
10/7/2011	MODQ	PHILLIPS	Motion To Disqualify (re Judge Stegner)	John Stegner
11/3/2011	ORDR	OPPELT	Order Granting Motion to Disqualify (Judge Stegner)	John Stegner
	DISA	OPPELT	Disqualification Of Judge - Automatic - Judge Stegner	John Stegner
	CHJG	OPPELT	Change Assigned Judge	District Court Clerks
11/15/2011	ORDR	OPPELT	Order of Reassignment	Jeff Brudie
	CHJG	OPPELT	Change Assigned Judge	Michael J Griffin
11/16/2011		BOWERS	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Smith Research Receipt number: 0465690 Dated: 11/16/2011 Amount: \$73.00 (Check)	District Court Clerks
11/21/2011	MISC	OPPELT	Copy of Entire File and ROA's Sent to Judge Griffin. (Except Affidavit in Support of Request for Entry of Default (re Panhandle State Bank, Timberline Investments, Wells Fargo Capital Finance, HLT Real Estate, Russ Capital Group and mortgage Fund '08) - Filed on 09-14-11 Unable to Locate	Michael J Griffin
3/5/2012		HENDRICKSO	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Meuleman Mollerup Receipt number: 0470791 Dated: 3/13/2012 Amount: \$58.00 (Check) For: R.E. Loans LLC, a California Limited Liability Co (defendant)	Michael J Griffin
	APER	HENDRICKSO	Defendant: R.E. Loans LLC, a California Limited Liability Co Appearance Richard L Stacey	Michael J Griffin
3/6/2012	MISC	DRIVER	Request for copy of entire file from Stephanie Wright of Idaho Transportation Department	Michael J Griffin
3/12/2012	NOTC	HENDRICKSO	Notice of Status and Entry of an Order for Relief from Automatic Stay Northern District of Texas	Michael J Griffin
3/15/2012	MISC	HENDRICKSO	Notice of Status faxed to Judge Griffin 3-15-12 422pm	Michael J Griffin

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court
 MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
5/16/2012		DRIVER	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: State Controller's Warrant Ron G. Crane Receipt number: 0470993 Dated: 3/16/2012 Amount: \$348.00 (Check)
	MISC	DRIVER	Letter from Stephanie Wright with check for copy of entire file. Copy of entire file mailed.
5/2/2012	NOTC	OPPELT	Notice of Status; Entry of an Order for Relief from Automatic Stay Northern District of California; and Request to Lift the Stay Order of September 28, 2011
5/3/2012	CINF	OPPELT	Faxed to Judge Griffin - "Notice of Status; Entry of an Order for Relief from Automatic Stay Northern District of California; and Request to Lift the Stay Order of September 28, 2011"
5/14/2012	MOTN	HENDRICKSO	R.E. Loans, LLC's Motion for Telephonic Appearance
	NOHG	HENDRICKSO	Notice of Hearing re: Plaintiff's Request to Lift the Stay Order of September 28, 2011
	HRSC	HENDRICKSO	Hearing Scheduled (Hearing Scheduled 05/31/2012 10:00 AM) Idaho County Court
5/15/2012	MISC	HENDRICKSO	No Objection to Lifting Stay
5/16/2012	CINF	OPPELT	Faxed to Judge Griffin - "No Objection to Lifting Stay"
5/23/2012	ORDR	OPPELT	Order Granting R.E. Loans, LLC's Motion for Telephonic Appearance
	MISC	OPPELT	R.E. Loans, LLC's Conditional Objection to Pacific Capital Bank, N.A.'s Request to Lift the Stay Order
5/25/2012	MOTN	HENDRICKSO	Pend Oreille Bonner Development, LLC's Motion for Telephonic Appearance
	MISC	HENDRICKSO	Fax cover: documents faxed to Judge Griffin
	ORDR	HENDRICKSO	Order Granting Pend Oreille Bonner Development, LLC's Motion For Telephonic Appearance
5/29/2012	NOTC	OPPELT	North Idaho Resorts' Notice of Intent to Participate by Telephone at Hearing on May 31, 2012
5/30/2012	OBJC	OPPELT	Objection to the Requested Appearance by Pend Oreille Bonner Development, LLC
5/31/2012	CTLG	OPPELT	Court Log- - From Idaho County - No CD

Date	Code	User		Judge
8/9/2012	CESV	HENDRICKSO	Certificate Of Service of Disclaimer by Grants	Michael J Griffin
8/10/2012	MISC	HENDRICKSO	Document faxed to Judge Griffin	Michael J Griffin
8/15/2012	AFSV	HENDRICKSO	Affidavit Of Service - Joseph Hussich on 06-28-2012	Michael J Griffin
	REQU	HENDRICKSO	Request for Entry of Default	Michael J Griffin
	AFFD	HENDRICKSO	Affidavit of John E. Miller in Support of Request for Entry of Default	Michael J Griffin
8/16/2012	REQU	HENDRICKSO	Request for Entry of Default	Michael J Griffin
	AFFD	HENDRICKSO	Affidavit of John E. Miller in Support of Request for Entry of Default	Michael J Griffin
	AFPB	HENDRICKSO	Affidavit Of Publication Pensco Trust Co. custodian f/b/a Barney Ng	Michael J Griffin
8/22/2012	MISC	HENDRICKSO	Fax cover - documents faxed to Judge for review	Michael J Griffin
	CINF	HENDRICKSO	paperwork is at Jo's desk in pending	Michael J Griffin
	MISC	HENDRICKSO	Documents faxed to Judge for review	Michael J Griffin
8/27/2012	STIP	HENDRICKSO	Stipulation re: Priorities Between Pacific Capital Bank N.A. and Dan S. Jacobson, Sage Holdings, LLC and Steven G. Lazar	Michael J Griffin
	STIP	HENDRICKSO	Stipulation re: Priorities Between Pacific Capital Bank, N.A. and Mountain West Bank	Michael J Griffin
	ORDR	HENDRICKSO	Order for Entry of Default (Dussich Joseph ONLY)	Michael J Griffin
	ORDR	HENDRICKSO	Order for Entry of Default	Michael J Griffin
8/29/2012	NOHG	HENDRICKSO	Notice of Hearing re: Plaintiff's Motion to Amend Caption and Reference to Plaintiff	Michael J Griffin
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 09/20/2012 04:00 PM) Idaho County Court Attorney J. Miller by telephone	Michael J Griffin
	NOWD	HENDRICKSO	Notice of Withdrawal and Substitution	Michael J Griffin
	APER	HENDRICKSO	Defendant: Reeves, Ann B Appearance John R Layman	Michael J Griffin
	APER	HENDRICKSO	Defendant: Reeves, Ann B Appearance Bradley C Crockett	Michael J Griffin
	APER	HENDRICKSO	Defendant: Reeves, Charles W Appearance John R Layman	Michael J Griffin
	APER	HENDRICKSO	Defendant: Reeves, Charles W Appearance Bradley C Crockett	Michael J Griffin
	APER	HENDRICKSO	Defendant: Toyon Investments LLC Appearance Bradley C Crockett	Michael J Griffin
	APER	HENDRICKSO	Defendant: Montaheno Investments LLC, a Nevada limited liability Appearance Bradley C Crockett	Michael J Griffin
	APER	HENDRICKSO	Defendant: Pend Oreille Bonner Development Holdings, Inc. Appearance Bradley C Crockett	Michael J Griffin

Date	Code	User	Judge
8/29/2012	APER	HENDRICKSO	Defendant: Pend Oreille Bonner Development, LLC Appearance Bradley C Crockett
	MOTN	HENDRICKSO	Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change
	AFFD	HENDRICKSO	Affidavit of Counsel in Support of Plaintiff's Motion to Amend The Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change
	NOHG	HENDRICKSO	Notice of Hearing re: Plaintiff's Motion To Amend Caption and Reference to Plaintiff
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 09/20/2012 04:00 PM) Plaintiff's Motion to Amend Caption and Reference to Plaintiff
	MOTN	HENDRICKSO	Plaintiff's Motion To Allow the Parties to Appear Telephonically at Plaintiff's Motion Calendared for Hearing on September 20, 2012 4:00 pm
8/30/2012	ORDR	HENDRICKSO	Order Granting Plaintiffs Motion To Appear Telephonically at its Motions Calendared for Hearing on September 20, 2012 at 4:00 pm
	MOTN	HENDRICKSO	Plaintiff's Motin To Strike Demand for Jury Trial by Counterclaimant, JV. LLC
	MEMO	HENDRICKSO	Memorandum in Support of Plaintiff;s Motion To Strike Demand for Jury Trial By Counterclaimant, JV LLC
	NOHG	HENDRICKSO	Notice of Hearing re: Plaintiff's Motion to Strike Demand For Jury Trial
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 09/20/2012 04:00 PM) Plaintiff's Motin to Strike Demand for Jury Trial
9/5/2012	NOTC	HENDRICKSO	North Idaho Resorts' Notice of Intent to Participate by Telephone in Hearing on September 20, 2012
9/12/2012	MISC	HENDRICKSO	Notice of Intent to Participate by phone faxed to Judge Griffin
9/13/2012	NOSV	OPPELT	Notice Of Service of Plaintiff's Response to North Idaho Resorts, LLC's First Set of Requests for Admissions
9/17/2012	HRVC	HENDRICKSO	Hearing result for Motion scheduled on 10/04/2012 08:30 AM: Hearing Vacated Plaintiff's Motin to Strike Demand for Jury Trial - by telephone
9/18/2012	NOHG	HENDRICKSO	Amended Notice of Hearing - (Changing from September 9, 2012) and JV, LLC's Consent to Plaintiff's Motions and JV, LLC's Withdrawal of Demand for Jury

Date	Code	User	Judge
9/18/2012	HRSC	HENDRICKSO	Hearing Scheduled (Motion 10/04/2012 08:30 AM) Plaintiff's Motin to Strike Demand for Jury Trial - by telephone Michael J Griffin
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 10/04/2012 08:30 AM) Plaintiff's MotiOn to Strike Demand for Jury Trial - by telephone Michael J Griffin
	HRVC	HENDRICKSO	Hearing result for Motion scheduled on 09/20/2012 04:00 PM: Hearing Vacated Plaintiff's Motion to Amend Caption and Reference to Plaintiff Michael J Griffin
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 10/04/2012 08:30 AM) Plaintiff's Motion to Amend Caption and Reference to Plaintiff Michael J Griffin
	HRVC	HENDRICKSO	Hearing result for Motion scheduled on 09/20/2012 04:00 PM: Hearing Vacated Idaho County Court Attorney J. Miller by telephone Attorney S. Wetzel by telephone Michael J Griffin
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 10/04/2012 08:30 AM) Idaho County Court Attorney J. Miller by telephone Attorney S. Wetzel by telephone Michael J Griffin
9/19/2012	HRVC	HENDRICKSO	Hearing result for Motion scheduled on 09/20/2012 04:00 PM: Hearing Vacated Plaintiff's Motin to Strike Demand for Jury Trial Michael J Griffin
	NOTC	HENDRICKSO	Defendants Dan S. Jacobson, Sage HOLDings, LLC and Steven G. Lazar's Notice of Non-Opposition re: October 4, 2012 Michael J Griffin
	NOTC	HENDRICKSO	R.E. Loans, LLC's Notice of Non-Opposition [re: October 4, 2012, Hearings] Michael J Griffin
10/4/2012	WDRW	HENDRICKSO	Hearing result for Motion scheduled on 10/04/2012 08:30 AM: Withdrawn Plaintiff's Motion to Strike Demand for Jury Trial - by telephone Michael J Griffin
	GRNT	HENDRICKSO	Hearing result for Motion scheduled on 10/04/2012 08:30 AM: Motion Granted Plaintiff's Motion to Amend Caption and Reference to Plaintiff Michael J Griffin
	GRNT	HENDRICKSO	Hearing result for Motion scheduled on 10/04/2012 08:30 AM: Motion Granted Idaho County Court Attorney J. Miller by telephone Attorney S. Wetzel by telephone Michael J Griffin
10/10/2012	ORDR	OPPELT	Order Granting Motion to Strike Demand for Jury Michael J Griffin
10/17/2012	ORDR	OPPELT	Order Granting Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change Michael J Griffin

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court
 MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
10/19/2012	DCHH	HENDRICKSO	Hearing result for Motion scheduled on 10/04/2012 08:30 AM: District Court Hearing Held - By Phone Grangeville Idaho Court Reporter: K. Evans Number of Transcript Pages for this hearing estimated: Plaintiff's Motion to Amend Caption and Reference to Plaintiff
10/31/2012	REQU	JACKSON	Request from Judge's clerk for copy of 8-27-12 stipulation
	CINF	JACKSON	Clerk Information - Copy of Stipulation sent to Judge's Clerk per request
1/4/2013	ORDR	HENDRICKSO	Order Granting Second Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change
1/14/2013	MOTN	HENDRICKSO	Plaintiffs Motion to Allow the Parties to Appear Telephonically at Plaintiff's Motion Calendared for Hearing on January 31, 2013 at 10:30am
	NOHG	HENDRICKSO	Notice of Hearing re: Plaintiff's Second Motion to Amend Caption and Reference to Plaintiff; and Notice of Trial Setting and Scheduling Conference
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 01/31/2013 10:30 PM) By telephone Second Motion to Amend Caption and Reference to Plaintiff
	MOTN	HENDRICKSO	Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change
	AFFD	HENDRICKSO	Affidavit of Counsel in Support of Plaintiff's Second Motion to Amend the Caption and Reference to Plaintiff in The First Amended Complaint by Virtue of Name Change
1/16/2013	ORDR	HENDRICKSO	Order Granting Plaintiffs Motion to Appear Telephonically at its Motion s Calendared for Hearing on January 31, 2013 at 10:30am
	NOTC	HENDRICKSO	R.E. Loans, LLC's Notice of Intenet to Appear by Telephone [January 31st, 2013 Hearings]
1/23/2013	NOTC	HENDRICKSO	Defendants Dan S. Jacobson, Sage Holdings, LLC and Steven G. Lazar's Notice of Non0Opposition and Intent to Appear by Telephone - re: January 31, 2013 Hearing
1/28/2013	RSPN	HENDRICKSO	Defendant Nortin Idaho Resorts, LLC Response to Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change
1/29/2013	MISC	HENDRICKSO	R.E. Loans, LLC's Notice of Non-Opposition [RE: January 31, 2013 Hearing]

Time: 12:41 PM

ROA Report

Page 13 of 32

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court
 MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
1/29/2013	NOTC	HENDRICKSO	Defendant North Idaho Resorts, LLC's Notice of Intent to Appear Telephonically Michael J Griffin
1/31/2013	CTLG	OPPELT	Court Log- From Grangeville, Idaho Michael J Griffin
	DCHH	OPPELT	Hearing result for Motion scheduled on 01/31/2013 10:30 PM: District Court Hearing Held Court Reporter: Keith Evans Number of Transcript Pages for this hearing estimated: Attorney J. Miller and Plaintiff's By telephone / Defendant Attorney Weeks by telephone - Less Than 100 Pages Second Motion to Amend Caption and Reference to Plaintiff Michael J Griffin
2/4/2013	ORDR	OPPELT	Order Scheduling Case for Trial Michael J Griffin
	HRSC	OPPELT	Hearing Scheduled (Court Trial - 3 Days 10/30/2013 09:00 AM) In Bonner County Michael J Griffin
	HRSC	OPPELT	Hearing Scheduled (Pretrial Conference 10/08/2013 09:00 AM) In Idaho County Michael J Griffin
2/12/2013	NOTC	HENDRICKSO	Notice of Change of Address - Attorney Anderson Michael J Griffin
3/18/2013	APED	BOWERS	Application For Entry Of Default Judgment as to Defendant Pend Oreille Bonner Development, LLC Michael J Griffin
	AFFD	BOWERS	Affidavit of Kim Von Disterlo in Support of Request for Entry of Default Judgment as to Defendant Pend Oreille Bonner Development, LLC Michael J Griffin
3/20/2013	NOHG	HENDRICKSO	Notice of Hearing re: Plaintiff's Motion for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: RE Priority Michael J Griffin
	HRSC	HENDRICKSO	Hearing Scheduled (Motion for Partial Summary Judgment 04/19/2013 11:00 AM) Michael J Griffin
	MOTN	HENDRICKSO	Motion for Judgment on the Pleadings (IRCP 12(c)) by Defendant JV, LLC and Notice of Hearing Michael J Griffin
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 04/19/2013 11:00 AM) Bonner County Michael J Griffin
	MEMO	HENDRICKSO	JV, LLC's Memorandum - In Support of its Motion for Judgment on the Pleadings (IRCP 12(c)) Michael J Griffin
3/21/2013	NOWD	BOWERS	Notice Of Withdrawal of Hearing Re Plaintiff's Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Priority Michael J Griffin
3/22/2013	NOFH	BOWERS	Notice Of Hearing Re Plaintiff's Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Priority Michael J Griffin

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court
 MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
3/22/2013	HRSC	BOWERS	Hearing Scheduled (Motion for Partial Summary Judgment 04/19/2013 11:00 AM) Plaintiff's Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC Re: Priority
	HRVC	BOWERS	Hearing result for Motion for Partial Summary Judgment scheduled on 04/19/2013 11:00 AM: Hearing Vacated Plaintiff's Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC Re: Priority
4/1/2013	ORDR	JACKSON	Order for Default Judgment and Decree of Foreclosure as to Defendant Pend Oreille Bonner Development, LLC
4/3/2013	MISC	JACKSON	Notice of Compliance / Disclosure of Plaintiff's Expert Witnesses
4/4/2013	MEMO	JACKSON	JV, LLC'S Supplemental Memorandum - In Support of Its Motion for Judgment on the Pleadings and Correction to Paragraph VII, 5 and Waiver of Oral Argument
	MISC	JACKSON	Supplemental Plaintiff's Expert Witness Disclosure
4/8/2013	MEMO	BOWERS	Memorandum in Support of Plaintiff's Opposition to Motion for Judgment on the Pleadings by JV, LLC
	AFFD	BOWERS	Affidavit of John E. Miller in Support of Opposition to JV, LLC's Motion for Judgment on the Pleadings
	MOTN	BOWERS	Plaintiff's Motion to Allow the Parties to Appear Telephonically at JV, LLC's Motions Calendared for Hearing on April 19, 2013 at 11:00 AM
4/9/2013	CDIS	BOWERS	Civil Disposition entered for: Pend Oreille Bonner Development, LLC, Defendant; Lazar, Steven G, Defendant; Union Bank, National Association, Plaintiff. Filing date: 4/9/2013
	NOTC	JACKSON	North Idaho Resort's Notice of Intent to Participate by Telephone in Hearings on April 19, 2013
4/10/2013	NOTC	BOWERS	Defendants Dan S. Jacobson, Sage Holdings, LLC, and Steven G. Lazar's Notice of Intent to Appear by Telephone Re: April 19, 2013 Hearing
4/12/2013	AFFD	JACKSON	Affidavit of Terrilyn S. Baron in Support of Opposition to JV, LLC's Motion for Judgment on the Pleadings (hrq 4-19)
	MISC	JACKSON	FAX sheet
4/15/2013	MISC	JACKSON	FAX sheet - fax'd Order Granting Plaintiff's Motion re hearing
	MISC	HENDRICKSO	R.E. Loans, LLC's Notice of Intent to Appear by Telephone

Date	Code	User	Judge
4/16/2013	ORDR	HENDRICKSO	Order Granting Plaintiffs Motion to Appear Telephonically at JV,LLV's Motion Calendared for Hearing on April 19th, 2012 at 11:00 am
4/18/2013	REPL	HENDRICKSO	JV, LLC's Reply to Plaintiff's Memorandum in Support of Plaintiff's Opposition to Motion for Judgment on the Pleadings by JV, LLC and.....
	MOTN	HENDRICKSO	JV, LLC's Motion to Strike Bank's Memorandum and the Supporting Affidavit of Terrilyn S. Baron
	MISC	HENDRICKSO	****END OF FILE #3****BEGIN FILE #4*****
4/19/2013	CTLG	OPPELT	Court Log- From Idaho County - No CD Received
	DCHH	OPPELT	Hearing result for Motion scheduled on 04/19/2013 11:00 AM: District Court Hearing Held Court Reporter: Keith Evans Number of Transcript Pages for this hearing estimated: Less Than 100 Pages
	DCHH	OPPELT	Hearing result for Motion for Partial Summary Judgment scheduled on 04/19/2013 11:00 AM: District Court Hearing Held Court Reporter: Keith Evans Number of Transcript Pages for this hearing estimated: Attorney Miller by phone - Less Than 100 Pages
4/26/2013	ANSW	HENDRICKSO	R.E. Loans, LLC's Answer to JV LLC's Cross-Claim
4/29/2013		HENDRICKSO	Filing: K4 - Cross Claim (defendant v defendant or plaintiff v. plaintiff) This fee is in addition to any fee filed as a plaintiff to initiate the case or as a defendant appearing in the case Paid by: Meuleman Mollerup Receipt number: 0489878 Dated: 5/2/2013 Amount: \$14.00 (Check) For: R.E. Loans LLC, a California Limited Liability Co (defendant)
	ANSW	HENDRICKSO	R.E. Loans, LLC's Answer to North Idaho Resorts, LLC's Cross-Claim and Cross-Claim Against North Idaho Resorts, LLC
5/1/2013	ORDR	HUMRICH	Order Denying Motion for Judgment on the Pleadings
5/2/2013	APPL	HENDRICKSO	Application for Entry of Default Judgment as to the Defaulted Defendants
5/7/2013	NOSV	HENDRICKSO	Notice of Service of Discovery
5/9/2013	ORDR	HENDRICKSO	Order for Default Judgment and Decree of Foreclosure as to Other Defaulted Defendants (6 pgs)
5/14/2013	WITN	HENDRICKSO	R.E. Loans, LLC's Expert Witness Disclosure
5/15/2013	NOSV	HENDRICKSO	Notice Of Service of Discovery

Time: 12:41 PM

ROA Report

Page 17 of 30

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court
 MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
7/1/2013	REQU	OPPELT	Request for Judicial Notice (Idaho Rules of Evidence, Rule 201(b)(d))
	MOTN	OPPELT	Plaintiffs Motion to Allow the Parties to Appear Telephonically at Plaintiff's Motions for Partial Summary Judgment Calendared for Hearing on July 29, 2013 at 9:30 AM
7/2/2013	MOTN	OPPELT	Corrected Plaintiffs Motion to Allow the Parties to Appear Telephonically at Plaintiff's Motions for Partial Summary Judgment Calendared for Hearing on July 29, 2013 at 9:30 AM
	ORDR	OPPELT	Order Granting Plaintiffs Motion to Appear Telephonically at Plaintiff's Motions for Partial Summary Judgment Calendared for Hearing on July 29, 2013 at 9:30 AM
7/15/2013	MISC	HENDRICKSO	R.E. Loans, LLC's Amended Cross-Claim Against North Idaho Resorts, LLC
	MOTN	HENDRICKSO	Defendant North Idaho Resport, LLC's Motion for Enlargement of Time
	AFFD	HENDRICKSO	JV, LLC's Affidavit of James W. Berry in Opposition to Plaintiff's Motion for Partial Summary Judgment
	MEMO	HENDRICKSO	JV, LLC's Memorandum in Opposition to Plaintiff's Motion for Partial Summary Judgment
	MEMO	HENDRICKSO	Defendant North Idaho Resort, LLC's Memorandum in Opposition to Plaintiff's Motion for Summary Judgment
	AFFD	HENDRICKSO	Affidavit of Weeks in Opposition to Plaintiff's Motion for Summary Judgment
	MISC	HENDRICKSO	*****END OF FILE #5*****BEGIN FILE #6*****
7/16/2013	AFFD	HENDRICKSO	Affidavit of Richard Villelli in Opposition to Plaintiff's Motion for Summary Judgment
7/18/2013	MOTN	OPPELT	R.E. Loans, LLC's Motion for Partial Summary Judgment Against North Idaho Resorts, LLC
	MEMO	OPPELT	R.E. Loans, LLC's Memorandum in Support of Motion for Partial Summary Judgment
	AFFD	OPPELT	Affidavit of Chad M. Nicholson in Support of R.E. Loans, LLC's Motion for Partial Summary Judgment Against North Idaho Resorts, LLC
	NOTC	OPPELT	R.E. Loans, LLC's Request for Judicial Notice Pursuant to I.R.E. 201(b)
	NOFH	OPPELT	Notice Of Telephonic Hearing on R.E. Loans, LLC's Motion for Partial Summary Judgment Against North Idaho Resorts, LLC
	HRSC	OPPELT	Hearing Scheduled (Motion for Partial Summary Judgment 08/26/2013 03:00 PM) In Idaho County - Telephonic

Date	Code	User	Judge
7/19/2013	NOTC	BOWERS	Defendants Dan S. Jacobson, Sage Holdings, LLC, and Steven G. Lazar's Notice of Intent to Appear by Telephone
7/23/2013	REPL	BOWERS	Plaintiff's Reply Memorandum to Defendant JV, LLC's Opposition to Plaintiff's Motion for Partial Summary Judgment
7/24/2013	REPL	BOWERS	Plaintiff's Reply Memorandum to Defendant North Idaho Resorts, LLC's Opposition to Plaintiff's Motion for Partial Summary Judgment
	NOTC	BOWERS	R.E. Loans, LLC's Notice of Intent to Appear Telephonically
7/25/2013	NOTC	OPPELT	Defendant's North Idaho Resort. LLC's Notice of Intent to Appear by Phone
	MISC	HENDRICKSO	*****END OF FILE #6***BEGIN FILE #7*****
7/29/2013	DCHH	HENDRICKSO	Hearing result for Motion for Partial Summary Judgment scheduled on 07/29/2013 09:30 AM: District Court Hearing Held Court Reporter: Keith Evans Number of Transcript Pages for this hearing estimated: (To be heard in Idaho County) - Susan Weeks telephonic
8/7/2013	NOSV	HENDRICKSO	Notice of Service of Plaintiff's First Set of Interrogatories and Requests for Production to North Idaho Resorts
8/12/2013	CERT	HENDRICKSO	Amended Certificate of Service re: Defendant North Idaho Resort, LLC's Memorandum in Opposition to RE Loans Motion for Partial Summary Judgment
	NOSV	HENDRICKSO	Notice of Service of Plaintiff's First Set of Interrogatories and Requests for Production to JV, LLC
	AFFD	HENDRICKSO	James W. Berry's Affidavit in Opposition to R.E. Loans's Motion for Partial Summary Judgment
	MEMO	HENDRICKSO	Defendant North Idaho Resort, LLC's Memorandum in Opposition to R.E. Loan's Motion for Partial Summary Judgment
8/13/2013	NOSV	HENDRICKSO	Notice of Service of Plaintiff's Second Set of Interrogatories and Requests for Production to JV, LLC
8/20/2013	NOTC	HENDRICKSO	Notice Vacating Hearing on R.E. Loans, LLC's Motion for Partial Summary Judgment Against North Idaho Resorts, LLC
	STIP	HENDRICKSO	Stipulation as to Claims of North Idaho Resorts, LLC Against R.E. Loans, LLC
	MISC	HENDRICKSO	R.E. Loans, LLC Disclaimer of Interest In Trestle Creek

Time: 12:41 PM

ROA Report

Page 19 of 30

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court

MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
8/22/2013	HRVC	HENDRICKSO	Hearing result for Motion for Partial Summary Judgment scheduled on 08/26/2013 03:00 PM: Hearing Vacated In Idaho County - Telephonic
	HRVC	HENDRICKSO	Hearing result for Motion for Partial Summary Judgment scheduled on 08/26/2013 03:00 PM: Hearing Vacated In Idaho County - Telephonic - Per Judge Griffin by phone 8-22-2013 / 924am
8/28/2013	MEMO	HENDRICKSO	Memorandum on Partial Summary Judgment RE JV, LLC
	ORDR	HENDRICKSO	Order Granting Partial Summary Judgment RE JV, LLC
	MEMO	HENDRICKSO	Memorandum on Partial Summary Judgment RE NIR
	ORDR	HENDRICKSO	Order Granting Partial Summary Judgment RE NIR in Part
	REQU	HENDRICKSO	JV, LLC's Request to Charles Reeves - For Docuemtns re: His Deposition of August 19, 13
9/3/2013	MISC	HENDRICKSO	M&M Court Reporting Service, Inc re: Deponent: James W. Berry
	MISC	HENDRICKSO	M&M Court Reporting Service, Inc re: Deponent: Gary A. Finney, Esq.
9/5/2013	MISC	HENDRICKSO	M&M Court Reporting Service, Inc re: Deponent: Charles Reeves
9/11/2013	STIP	HENDRICKSO	Stipulation as to Claims of JV, LLC Against R.E. Loans, LLC
	MISC	HENDRICKSO	M&M Court Reporting Service, Inc re: Deponent Richard A. Vilelli
9/16/2013		BRACKETT	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: North Idaho Title Receipt number: 0496919 Dated: 9/16/2013 Amount: \$22.00 (Check)
		BRACKETT	Miscellaneous Payment: For Certifying The Same Additional Fee For Certificate And Seal Paid by: North Idaho Title Receipt number: 0496919 Dated: 9/16/2013 Amount: \$6.00 (Check)
9/18/2013		BOWERS	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Bonner Comm Golf & Recreation Receipt number: 0497073 Dated: 9/18/2013 Amount: \$10.00 (Check)
9/19/2013	REQU	HENDRICKSO	R.E. Loans, LLC's Request for Documents form Deponent Clarkes Reeves [Re: August 19, 2013 Deposition]
	MOTN	HENDRICKSO	JV, LLC's Motion to Alter and Amend Order Granting Partial Summary Judgment RE: JV, LLC, and Motion to Reconsider
9/27/2013	STIP	HENDRICKSO	Stipulation to Continue Trial

Date	Code	User	Judge
9/30/2013	ORDR	HENDRICKSO	Order to Continue Trial - Granted
	CONT	HENDRICKSO	Hearing result for Court Trial - 3 Days scheduled on 10/30/2013 09:00 AM: Continued In Bonner County - By Stipulated Order
	MISC	HENDRICKSO	Plaintiff's Preliminary Opposition to Motion to Alter and Amend Order Granting Partial Summary Judgment and Motio to Reconsider by JV, LLC
	CINF	HENDRICKSO	At the time the above Plaintiff's Preliminary Opposition was file, no notice of hearing filed. waiting for dec court calendar. email to Jane (Judge Griffin's clerk) to advise. I will contact her again on Monday 10-7
10/1/2013	HRVC	HENDRICKSO	Hearing result for Pretrial Conference scheduled on 10/08/2013 09:00 AM: Hearing Vacated In Idaho County - Per Judge Griffin
10/9/2013	HRSC	HENDRICKSO	Hearing Scheduled (Motion 12/20/2013 10:30 AM) Re: JV, LLC's Motion to Alter/Reconsider
10/16/2013	NOSV	HENDRICKSO	Notice of Service of Defendant North Idaho Resorts, LLC's Answer and Responses to Plaintiff's First Set of Interrogatores and Requests for Production of Documents to North Idaho Resorts, LLC
	RSPN	HENDRICKSO	Plaintiff's Response to Defendant's Objection and Reply in Support of Motion for Leave to Amend Complaint and Add Defendant's
10/25/2013	NOSV	HENDRICKSO	JV, LLC's Notice of Serving Answers to Union Bank's First and Second Set of Discovery Requests to JV, LLC
11/4/2013	MISC	HENDRICKSO	M&M Court Reporting Service, Inc Deponent: Charles Reeves
	MISC	HENDRICKSO	M&M Courts Reporting Service, Inc Deponent: Richard A. Villelli
11/21/2013	RQTS	HENDRICKSO	Request For Trial Setting
11/27/2013	NOHG	HENDRICKSO	Second Amended Notice of Hearing on Motion to Enter Judgment
12/2/2013	HRSC	HENDRICKSO	Hearing Scheduled (Hearing Scheduled 12/06/2013 11:00 AM) Telephone Conference
		HENDRICKSO	Notice Of Hearing
	RQTS	HENDRICKSO	R.E. Loans, LLC's Response to Request for Trial Setting
12/4/2013	CONT	HENDRICKSO	Continued (Hearing Scheduled 12/06/2013 01:00 PM) Telephone Conference - Attorney's to contact court
		HENDRICKSO	Amended Notice Of Hearing

Date	Code	User	Judge
12/6/2013	DCHH	HENDRICKSO	Hearing result for Hearing Scheduled scheduled on 12/06/2013 01:00 PM: District Court Hearing Held Court Reporter: Keith Evans Number of Transcript Pages for this hearing estimated: Telephone Conference - Attorney's to contact court
12/9/2013	ORDR	HENDRICKSO	Order for Hearing re: Trial Setting
	ORDR	HENDRICKSO	Order for Hearing re: JV, LLC's Motion to Alter/Reconsider
	HRSC	HENDRICKSO	Hearing Scheduled (Hearing Scheduled 12/09/2013 10:30 AM) re: Trial Setting
	CONT	OPPELT	Hearing result for Hearing Scheduled scheduled on 12/09/2013 10:30 AM: Continued re: Trial Setting - To 12-20-13
12/12/2013	MISC	HENDRICKSO	Acknowledgment Pursuant to Rule 16(k)(7) IRCP Regarding Case Status/Mediation - Mediation did not result in a resolution of the case
12/13/2013	NOTC	HENDRICKSO	R.E. Loans, LLC's Notice re: Order for Hearing re: JV, LLC's Motion to Alter/Reconsider
12/16/2013	OBJC	HENDRICKSO	Plaintiff's Written Objections to Presented Evidence by JV, LLC
	MEMO	HENDRICKSO	Plaintiff's Memorandum in Opposition to Motin to Alter and Amend Order Granting Partial Summary Judgment and Motion to Reconsider by JV, LLC
12/20/2013	CMIN	RASOR	Court Minutes Hearing type: Motion Hearing date: 12/20/2013 Time: 10:17 am Courtroom: Court reporter: Minutes Clerk: Sandra Rasor Tape Number: 1
	DCHH	OPPELT	Hearing result for Motion scheduled on 12/20/2013 10:30 AM: District Court Hearing Held Court Reporter: None Number of Transcript Pages for this hearing estimated: Re: JV, LLC's Motion to Alter/Reconsider - More Than 100 Pages
1/3/2014	FFCL	HENDRICKSO	Amended Finding and Conclusions
	ORDR	HENDRICKSO	Order Affirming Partial Summary Judgment Re: JV, LLC
1/14/2014	HRSC	OPPELT	Hearing Scheduled (Court Trial - 5 Days 05/12/2014 09:00 AM) In Bonner County
		OPPELT	Amended Notice Of Trial
1/21/2014	NSSC	HENDRICKSO	Notice of Substitution of Handling Attorney

Time: 12:41 PM

ROA Report

Page 22 of 37

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court
 MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
1/21/2014	APER	HENDRICKSO	Defendant: North Idaho Resorts LLC, an Idaho limited liability Appearance Susan P. Weeks
1/23/2014	MOTN	HENDRICKSO	Plaintiff's Motion for Enlargement of Time for Filing of Affidavit in Support of Memorandum of Attorney's Fees and Costs as to Defendant JV, LLC
	MEMO	HENDRICKSO	Plaintiff's Memorandum of Attorney's Fees and Costs as to Defendant JV, LLC
1/24/2014	CINF	HENDRICKSO	Documents faxed to Judge Griffin
1/30/2014	MOTN	HENDRICKSO	JV, LLC's Motion to Deny Plaintiff's Motion for Enlargement of Time, and JV, LLC's Objection and Motion to Disallow Plaintiff's Memorandum of Attorney's Fees and Costs as Related to JV, LLC
2/7/2014	MEMO	HENDRICKSO	Plaintiff's Supplemental Memorandum of Attorney's Fees and Costs as to Defendant JV, LLC; and Reply to Opposition Submitted by JV, LLC
	AFFD	HENDRICKSO	Affidavit of John E. Miller in Support of Plaintiff's Memorandum of Attorney's Fees and Costs as to Defendant JV, LLC
2/18/2014	MOTN	OPPELT	JV, LLC's Motion to Deny Plaintiff's Supplemental Memorandum of Attorney's Fees and Costs as to Defendant, JV, LLC, and JV, LLC's Objection and Motion to Disallow Plaintiff's Supplemental Memorandum of Attorney's Fees and Costs as Related to JV, LLC
2/20/2014	REPL	OPPELT	Plaintiff's Reply to Motion and Objection Submitted by JV, LLC on February 18, 2014 Request for Telephonic Hearing
3/6/2014	NOFH	OPPELT	Notice Of Hearing
	HRSC	OPPELT	Hearing Scheduled (Motion for Attorney fees and Costs 03/26/2014 09:00 AM) (Pacific Standard Time) - To be held in Idaho County
3/7/2014	LETT	OPPELT	Letter From John E. Miller
3/18/2014		KRAMES	Miscellaneous Payment: Tape/copy Time Fee Paid by: Finney, Finney & Finney Receipt number: 0004457 Dated: 3/18/2014 Amount: \$5.00 (Check)
		KRAMES	Miscellaneous Payment: Court Tape Fee Paid by: Finney, Finney & Finney Receipt number: 0004457 Dated: 3/18/2014 Amount: \$1.25 (Check)
		KRAMES	Miscellaneous Payment: Court Tape Sales Tax Paid by: Finney, Finney & Finney Receipt number: 0004457 Dated: 3/18/2014 Amount: \$.08 (Check)

Date	Code	User	Judge
3/19/2014		HUMRICH	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Finney, Finney & Finney Receipt number: 0004569 Dated: 3/19/2014 Amount: \$3.00 (Check)
	MOTN	HENDRICKSO	JV, LLC's Motion to Compel the Union Bank Plaintiff to Produce Docuemtns, Motion to Vacate and Continue Trial, and Request for Expedited Telephone Hearing
3/20/2014	MOTN	HENDRICKSO	JV, LLC's Supplement to Motion to Compel the Union Bank Plaintiff to Produce Documents (The Court Record of the Hearing 12-20-2013)
3/26/2014	DCHH	HENDRICKSO	Hearing result for Motion for Attorney fees and Costs scheduled on 03/26/2014 09:00 AM: District Court Hearing Held Court Reporter: Keith Evans Number of Transcript Pages for this hearing estimated: (Pacific Standard Time) - To be held in Idaho County
3/27/2014	MEMO	HENDRICKSO	Plaintiff's Memorandum in Opposition to Motion to Compel and to Vacate and Continue Trial by JV, LLC: and Motion for Proitective Order
	AFFD	HENDRICKSO	Affidavit of John E. Miller in Support of Opposition to JV, LLC's Motion to Compel and Continue Trial; and in Support of Motion For Protection Order
	MISC	HENDRICKSO	Errata Attachment to Affidavit of John E. Miller in Support of Opposition to JV, LLC's Moton to Compel and Continue Trial; and in Support of Motion for Protective Order
4/3/2014	REQU	HENDRICKSO	Plaintiff's Request for Pretrial Conference
	WITN	HENDRICKSO	Supplemental Plaintiff's Expert Witness Disclosure
	CINF	HENDRICKSO	Plaintiff's Request for Pretrial Conference faxed to Judge for review
4/7/2014	NOTC	HENDRICKSO	IRCP 30(b)(6) Notice of Taking Deposition Duces Tecum of Union Bank
4/8/2014	OBJC	HENDRICKSO	Plaintiff's Objection to North Idaho Resorts, LLC's Notice of Taking Deposition Duces Tecum of Union Bank
4/9/2014	ANSW	HENDRICKSO	Defendants Dan S. Jacobson, Sage Holdings, LLC, and Steven G. Lazar's Answer to North Idaho Resorts, LLC's Cross-Claim
4/17/2014	ORDR	HENDRICKSO	Order re: Discovery

Date	Code	User	Judge
4/22/2014	DCHH	HENDRICKSO	District Court Hearing Held Court Reporter: Christy Gering Number of Transcript Pages for this hearing estimated: Michael J Griffin
	CTLG	HENDRICKSO	Court Log- Telephonic Final Pretrial Conference Michael J Griffin
4/28/2014	CERT	HENDRICKSO	Amended Certificate of Service re: Defendant North Idaho Resort, LLC's Witness List and Exhibits List Michael J Griffin
	EXHB	HENDRICKSO	Exhibit List (Defendant North Idaho Resort, LLC) Michael J Griffin
	WITN	HENDRICKSO	Witness List (Defendant North Idaho Resort, LLC) Michael J Griffin
4/29/2014	MEMO	HENDRICKSO	JV, LLC's Pre-Trial Memorandum Witnesses and Exhibits Michael J Griffin
4/30/2014	EXHB	HENDRICKSO	JV, LLC's Amended Exhibit List Michael J Griffin
	WITN	HENDRICKSO	Defendants Dan S. Jacobson, Sage Holdings, LLC and Steven G. Lazar's Designation of Witnesses and Exhibits Michael J Griffin
	MISC	OPPELT	*****Begin File No. 8***** Michael J Griffin
5/1/2014	MOTN	OPPELT	Plaintiff's Motion in Limine for Evidence Exclusion Order Michael J Griffin
	HRSC	OPPELT	Hearing Scheduled (Motion in Limine 05/12/2014 09:00 AM) Michael J Griffin
	EXHB	HENDRICKSO	Amendment to Mailing of JV, LLC's Exhibits Michael J Griffin
	LETT	HENDRICKSO	Letter from Court to all Parties Michael J Griffin
5/5/2014	MOTN	HENDRICKSO	Motion Approving Stipulation Michael J Griffin
	CINF	HENDRICKSO	Docuemnts sent to Judge Griffin re: Motion Approving Stipulation Order Approving Stipulation Order in jo's pending no sase Original Motion to file Michael J Griffin
		HUMRICH	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Featherston Law Firm, CHTD. Receipt number: 0007265 Dated: 5/5/2014 Amount: \$41.00 (Check) Michael J Griffin
5/6/2014	ORDR	HENDRICKSO	Order Approving Stipulation Michael J Griffin
5/7/2014	MISC	HENDRICKSO	Original deposition transcript for the depoision of Richard Vilelli of North Idaho Resors, LLC Michael J Griffin
	EXHB	HENDRICKSO	Plaintiff's Exhibit List Michael J Griffin
	NOTC	HENDRICKSO	IRCP 30(b)(6) Notice of Taking deposition DUCes Tecum of Union Bank Michael J Griffin

Date	Code	User	Judge
5/8/2014		HUMRICH	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Featherston Law Firm, CHTD Receipt number: 0007549 Dated: 5/8/2014 Amount: \$66.00 (Check) For: Pensco Trust Co. (defendant)
	APER	HENDRICKSO	Defendant: Pensco Trust Co. Appearance Brent Featherston
	APER	HENDRICKSO	Special Appearance on Behalf of Defendant Pensco Trust Co., CUSTodian FBO Barney NG
	MOTN	HENDRICKSO	Motion to Set Aside Default, Motion to Shorten Time and Notice of Hearing
	AFFD	HENDRICKSO	Affidavit of Counsel
	HRSC	HENDRICKSO	Hearing Scheduled (Motion to Set Aside Default 05/12/2014 09:00 AM) Defendant Pensco Trusts' Motion
	ANSW	HENDRICKSO	JV L.L.C. 'S Answer to North Idaho Resorts, LLC's Cross-Claim
	AFFD	HENDRICKSO	Affidavit of Barney NG
5/9/2014	OBJC	HENDRICKSO	JV LLC's Objection and Motionj to Set Aside the Court's Letter to Counsel, Dated April 30, 2014 and Motion to Reconsider
	REQU	HENDRICKSO	Request for Judicial Notice
5/12/2014	SUBP	HENDRICKSO	Trial Subpoena Duces Tecum - Rick Lynskey
	AFSV	HENDRICKSO	Affidavit Of Service - re: Trial Subpoena Duces Tecum served upon Rick Lynskey 5-08-2014
	REQU	HENDRICKSO	JV L.L.C. 'S Request for Clerk's Recording and Reporter's Typed Transcript of the District Court's Remarks and Rulings in Open Court on May 12, 2014 Prior to Actual Trial Commencement
	CMIN	AYERLE	Court Minutes Hearing type: Court Trial - Day 1 and Mtn Set Aside Default Hearing date: 5/12/2014 Time: 9:05 am Courtroom: Court reporter: Keith Evans Minutes Clerk: Susan Ayerle Tape Number: 1 Pl Union Bank by Terrilyn Baron with John Miller Def North Idaho Resorts by Richard Villelli with Susan Weeks Brent Featherston for Def Pensco Trust

Time: 12:41 PM

ROA Report

Page 26 of 33

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court
 MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
5/12/2014	DCHH	OPPELT	Hearing result for Motion to Set Aside Default scheduled on 05/12/2014 09:00 AM: District Court Hearing Held Court Reporter: Keith Evans Number of Transcript Pages for this hearing estimated: Defendant Pensco Trusts' Motion - 375 Pages
	DENY	OPPELT	Hearing result for Motion to Set Aside Default scheduled on 05/12/2014 09:00 AM: Motion Denied
	HRVC	OPPELT	Hearing result for Motion in Limine scheduled on 05/12/2014 09:00 AM: Hearing Vacated - Not Addressed
	CTST	OPPELT	Hearing result for Court Trial - 5 Days scheduled on 05/12/2014 09:00 AM: Court Trial Started (in Bonner County) Day 1
	EXHB	OPPELT	Exhibit List - Norith Idaho Resort LLC's
	EXHB	OPPELT	Exhibit List - Union Bank, N.A.
	EXHB	OPPELT	Exhibit List - JV, LLC
5/13/2014	CMIN	AYERLE	Court Minutes Hearing type: Court Trial - Day 2 Hearing date: 5/13/2014 Time: 9:01 am Courtroom: Court reporter: Keith Evans Minutes Clerk: Susan Ayerle Tape Number: 1 Pl Union Bank by Terrilyn Baron with John Miller Def North Idaho Resorts by Richard Villelli with Susan Weeks
	DCHH	OPPELT	Hearing result for Court Trial (Day 2) scheduled on 05/13/2014 09:00 AM: District Court Hearing Held Court Reporter: Keith Evans Number of Transcript Pages for this hearing estimated: Day 2 - 375 Pages
5/14/2014	CINF	HUMRICH	Clerk Information - Spoke w/ Tiffany @ Finney's regarding request for District Court transcript request. They have to go through court reporter
6/3/2014	LETT	HENDRICKSO	Letter from Court to Parties
	MISC	HENDRICKSO	Findings
6/5/2014	RUDM	HENDRICKSO	Returned/undeliverable Mail - sent to correct address / (Findings) sent to Attorney J. Miller

Time: 12:41 PM

ROA Report

Page 27 of 32

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court
 MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
6/17/2014		HUMRICH	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Sandpoint Title Insurance Receipt number: 0009962 Dated: 6/17/2014 Amount: \$5.00 (Cash)
6/19/2014	NOTC	KRAMES	Notice Of Change Of Address (John E. Miller)
6/25/2014	JDMT	CMOORE	Judgment and Decree of Foreclosure as to all Defendants (8 pages)
7/15/2014	MINE	OPPELT	Minute Entry - Regarding Clock in Date of Judgment
	ORDN	HENDRICKSO	Order Denying Attorney Fee
7/16/2014	MOTN	HENDRICKSO	Plaintiff's Motion for Enlargement of Time for Filing of Affidavit in Support of Memorandum of Attorney's Fees and Costs as to Defendant North Idaho Resorts, LLC
	MEMO	HENDRICKSO	Plaintiff's Memorandum of Attorney's Fees and Costs as to Defendant North Idaho Resorts, LLC
7/17/2014	MEMO	HENDRICKSO	Plaintiff's Supplemental Memorandum of Attorney's Fees and Costs as to Defendant North Idaho Resorts, LLC
	AFFD	HENDRICKSO	Affidavit of John E. Miller in Support of Plaintiff's Memorandum of Attorney's Fees and Costs as to Defendant North Idaho Resorts, LLC
7/18/2014	NOTC	HENDRICKSO	Notice of Change of Firm Affiliation
7/21/2014	RUDM	HENDRICKSO	Returned/undeliverable Mail - Conformed copy for Attorney J. Miller - re sent to correct address
7/23/2014	CINF	HENDRICKSO	Plaintiff's Motion for Enlargement of Time, Memorand of Attorney's Fees and Order emailed to Judge Griffin
	ORDG	HENDRICKSO	conforming copies in JO's pending. Doc's to file Order for Enlargement of Time for Filing of Affidavit in Support of Memorandum of Attorney's Fees and Costs as to Defendant North Idaho Resorts, LLC
7/30/2014	MOTN	HENDRICKSO	Defendant North Idaho Resort, LLC's Motion for Enlargment of Time
	OBJC	HENDRICKSO	Objection to Memrandum of Attorney's Fees and Costs Requested By Union Bank Against North Idaho Resorts, LLC and Motion for Enlargement of Time
	MEMO	HENDRICKSO	Memorandum Supporting Objection to Memorandum of Attorney's Fees and Costs Requested by Union Bank Against North Idaho Resorts, LLC and Motion for Enlargement of Time

Date	Code	User	Judge
8/5/2014	REPL	HENDRICKSO	Plaintiff's Reply to Objection Submitted by North Idaho Resorts, LLC to Plaintiff's Memorandum of Fees/Costs Idaho Supreme Court
8/6/2014		HUMRICH	Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: Weeks, Susan P. (attorney for North Idaho Resorts LLC, an Idaho limited liability) Receipt number: 0012834 Dated: 8/6/2014 Amount: \$129.00 (Check) For: North Idaho Resorts LLC, an Idaho limited liability (defendant) Michael J Griffin
	BNDC	HUMRICH	Bond Posted - Cash (Receipt 12835 Dated 8/6/2014 for 100.00) Michael J Griffin
	BNDC	HUMRICH	Bond Posted - Cash (Receipt 12836 Dated 8/6/2014 for 200.00) Michael J Griffin
	APSC	HUMRICH	Appealed To The Supreme Court Michael J Griffin
	NOTA	HUMRICH	NOTICE OF APPEAL (North Idaho Resort) Michael J Griffin
	CHJG	HUMRICH	Change Assigned Judge Idaho Supreme Court
8/8/2014		HUMRICH	Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: Finney, Finney & Finney, PA Receipt number: 0012981 Dated: 8/8/2014 Amount: \$129.00 (Check) For: JV L.L.C. (defendant) Michael J Griffin
	BNDC	HUMRICH	Bond Posted - Cash (Receipt 12982 Dated 8/8/2014 for 100.00) Michael J Griffin
	BNDC	HUMRICH	Bond Posted - Cash (Receipt 12984 Dated 8/8/2014 for 200.00) Michael J Griffin
	NOTA	HUMRICH	NOTICE OF APPEAL - (JV LLC) Idaho Supreme Court
8/13/2014	NOHG	HENDRICKSO	Notice Of Hearing re: Plaintiff's Motion for Attorney Fees and Costs as to Defendant North Idaho Resorts, LLC and all Objection to be heard telephonically on September 8, 2014 08:30am Idaho Supreme Court
	HRSC	HENDRICKSO	Hearing Scheduled (Motion for Attorney fees and Costs 09/08/2014 08:30 AM) Plaintiff's Motion for Attorney Fees and Costs as to Defendant North Idaho Resorts, LLC and all objections will be heard telephonically Michael J Griffin
8/26/2014	NOTA	HUMRICH	First Amended Notice of Appeal - North Idaho Resorts, Inc. Idaho Supreme Court
8/27/2014	STIP	HENDRICKSO	Stipulation to Continue Hearing Idaho Supreme Court
9/5/2014	ORDR	BOWERS	Order to Continue Plaintiff's Motion for Attorney's Fees and Costs as to Defendant North Idaho Resorts, LLC Michael J Griffin

Date	Code	User	Judge
9/5/2014	CONT	BOWERS	Hearing result for Motion for Attorney fees and Costs scheduled on 09/08/2014 08:30 AM: Continued Plaintiff's Motion for Attorney Fees and Costs as to Defendant North Idaho Resorts, LLC and all objections will be heard telephonically
9/8/2014	CCOA	HUMRICH	Clerk's Certificate Of Appeal Idaho Supreme Court
9/9/2014	MOTN	HENDRICKSO	Plaintiff's Third Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Idaho Supreme Court
	AFFD	HENDRICKSO	Affidavit of Counsel in Support of Plaintiff's Third Motion to Amend the Caption and Reference to Plaintiff in The First Amended Complaint and Subsequent Judgment by Virtue of Name Change Idaho Supreme Court
	NOHG	HENDRICKSO	Notice of Hearing re: Plaintiff's Third Motion to Amend Caption and Reference to Plaintiff Idaho Supreme Court
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 09/29/2014 02:30 PM) Plaintiff's Thrid Motion to Amend Caption and Reference to Plaintiff Michael J Griffin
	NOHG	HENDRICKSO	Corrected Notice of Hearing re: Plaintiff's Third Motion to Amend Caption and Reference to Plaintiff Idaho Supreme Court
9/10/2014	ORDG	HENDRICKSO	Order Granting Plaintiffs Request for All Interested Parties to Appear Telephonically at its Motion Calendared for Hearing on September 29, 2014 230pm Idaho Supreme Court
	RUDM	HENDRICKSO	Returned/undeliverable Mail - Order dated 9-10-14 for Attorney Anderson - resent to the correct address Idaho Supreme Court
9/12/2014	NOTC	HENDRICKSO	Defendant North Idaho Resort's Notice of No Objection to Plaintiff's Third Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change Idaho Supreme Court
9/16/2014	MISC	HENDRICKSO	Fax cover sheet from Attorney Miller to all parties re: Hearing set for Septmeber 29, 2014 Idaho Supreme Court
9/17/2014	SCDF	HUMRICH	Supreme Court Document Filed- "ORDER CONDITIONALLY DISMISSING APPEAL"; rec'd via email from ISC Idaho Supreme Court
9/19/2014	JDMT	HENDRICKSO	Summary Judgment as to JV, LLC Rule 54(b) Certificate Idaho Supreme Court
	JDMT	HENDRICKSO	Judgment and Decree of Foreclosure as to North Idaho Resorts, LLC Rule 54(b) Certificate Idaho Supreme Court
9/23/2014	OBJC	BOWERS	JV L.L.C.'s Objection to Plaintiff's Third Motion to Amend Caption and Reference To Plaintiff Based on District Court Lack of Jurisdiction Idaho Supreme Court
9/29/2014	STMT	HENDRICKSO	Statement of No Objection Idaho Supreme Court

Time: 12:41 PM

ROA Report

Page 30 of 37

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court

MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
9/29/2014	DCHH	HENDRICKSO	Hearing result for Motion scheduled on 09/29/2014 02:30 PM: District Court Hearing Held Court Reporter: Keith Evans Number of Transcript Pages for this hearing estimated: Parties to Appear Telephonically Plaintiff's Thrid Motion to Amend Caption and Reference to Plaintiff
	GRNT	HENDRICKSO	Hearing result for Motion scheduled on 09/29/2014 02:30 PM: Motion Granted Parties to Appear Telephonically Plaintiff's Thrid Motion to Amend Caption and Reference to Plaintiff
10/3/2014	NOFH	OPPELT	Notice Of Hearing Idaho Supreme Court
	HRSC	OPPELT	Hearing Scheduled (Motion for Attorney fees and Costs 10/20/2014 09:45 AM) Telephonic in Idaho County. Michael J Griffin
10/20/2014	DCHH	HENDRICKSO	Hearing result for Motion for Attorney fees and Costs scheduled on 10/20/2014 09:45 AM: District Court Hearing Held Court Reporter: none Number of Transcript Pages for this hearing estimated: Telephonic in Idaho County. Michael J Griffin
10/24/2014	ORDR	OPPELT	Order Denying Attorney Fees Idaho Supreme Court
	MISC	OPPELT	Findings Idaho Supreme Court
10/27/2014	SCDF	HUMRICH	Supreme Court Document Filed- "SECOND ORDER CONDITIONALLY DISMISSING APPEAL" Idaho Supreme Court
	JDMT	HENDRICKSO	Final Judgment as to JV, LLC Rule 54(b) Certificate Idaho Supreme Court
	CDIS	HENDRICKSO	Civil Disposition entered for: JV L.L.C., Defendant; Union Bank, National Association, Plaintiff. Filing date: 10/27/2014 Idaho Supreme Court
10/31/2014	RUDM	OPPELT	Returned/undeliverable Mail - Findings and Order Denying Attorney Fees Sent to John Miller - Resent to Corrected Address on 11-4-14 Idaho Supreme Court
11/3/2014		HUMRICH	Miscellaneous Payment: For Comparing And Conforming A Prepared Record, Per Page Paid by: Finney & Finney Receipt number: 0017476 Dated: 11/3/2014 Amount: \$2.00 (Check) Idaho Supreme Court
		HUMRICH	Miscellaneous Payment: For Certifying The Same Additional Fee For Certificate And Seal Paid by: Finney & Finney Receipt number: 0017476 Dated: 11/3/2014 Amount: \$1.00 (Check) Idaho Supreme Court
11/5/2014	NOTC	HENDRICKSO	JV's Notice of Obtaining Final Judgment from the District Court Idaho Supreme Court
11/10/2014	SCDF	HUMRICH	Supreme Court Document Filed- "JV's Notice of Obtaining Final Judgment from the District Court"; rec'd via email Idaho Supreme Court

Time: 12:41 PM

ROA Report

Page 31 of 32

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court

MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

Date	Code	User	Judge
11/10/2014	MISC	HUMRICH	Docket #42479-2014 - Clerk's Records due 1/12/2015
	MISC	HUMRICH	*****Begin File No. 9*****
11/17/2014	NOTA	HUMRICH	AMENDED NOTICE OF APPEAL
12/3/2014	ORDG	HENDRICKSO	Order Granting Third Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint and Judgment by Virtue of Name Change
12/4/2014	JDMT	HENDRICKSO	Final Judgment as to Pend Oreille Bonner Development, LLC Rule 54(b) Certificate
12/5/2014	REQU	HENDRICKSO	Plaintiff's Request for Issuance of Rule 54(b) Certificate
12/8/2014	RUDM	HENDRICKSO	Returned/undeliverable Mail - re-sent to the correct address
12/11/2014	SCDF	HUMRICH	Supreme Court Document Filed- Amended Notice of Appeal (Due date remains for 1/12/2015)
12/19/2014	APPL	HENDRICKSO	Application and Affidavit for Writ of Execution -
	WRIT	HENDRICKSO	Writ of Execution - Mortgage Foreclosure - copy to file
12/24/2014		HENDRICKSO	Miscellaneous Payment: Writs Of Execution Paid by: The Law Office of John E Miller Receipt number: 0019877 Dated: 12/24/2014 Amount: \$2.00 (Check)
12/29/2014	SCDF	HUMRICH	Supreme Court Document Filed- (Docket #42467) ORDER GRANTING COURT REPORTER'S MOTION FOR EXTENSION OF TIME FOR TRANSCRIPT OVER 500 PAGES - RESET DUE DATES, DUE 2/24/2015
	SCDF	HUMRICH	Supreme Court Document Filed (Docket #42479) - ORDER GRANTING COURT REPORTER'S MOTION FOR EXTENSION OF TIME FOR TRANSCRIPT OVER 500 PAGES - RESET DUE DATES, DUE 2/24/2015
12/30/2014	SCDF	HUMRICH	Supreme Court Document Filed- Order Consolidating Appeals for Clerk's Record & Reporter's Transcript ONLY
1/5/2015	SCDF	HUMRICH	Supreme Court Document Filed- Court Reporter's Motion for time to File a Transcript Estimated to be over 500 Pages
1/8/2015	SCDF	HUMRICH	Supreme Court Document Filed- Notice of Appearance
	APER	HUMRICH	Notice of Appearance - Christopher Pooser for Union Bank, in appeal Docket #42467
	APER	HUMRICH	Plaintiff: MUFG Union Bank N.A. Appearance W Christopher Pooser

Date	Code	User	Judge
1/8/2015	APER	HUMRICH	Notice of Appearance - Christopher Pooser for Union Bank, in appeal Docket #42479
	SCDF	HUMRICH	Supreme Court Document Filed- Notice of Appearance
1/15/2015	SCDF	HUMRICH	Supreme Court Document Filed- Court Reporter's Motion for Time to File a Transcript Estimated to be over 500 Pages - Granted due 2/20/2015
2/3/2015		ROSS	Miscellaneous Payment: Writs Of Execution Paid by: John Miller Receipt number: 0001565 Dated: 2/3/2015 Amount: \$2.00 (Check)
	WRRT	HENDRICKSO	Writ of Execution Returned - Mortgage Foreclosur original to file
	WRIT	HENDRICKSO	Writ of Execution Issued - Mortgage Foreclosure - copy to file
3/3/2015	NOTC	HUMRICH	Notice of Lodging - by Keith Evans for transcripts of Motion Hearing held on 4/19/2013, Motion Hearing held on 7/29/2013, Motion Hearing held on 12/20/2013 and Court Trials held on 5/12-5/13/2014
	MISC	HUMRICH	Invoice dated 2/28/2015 from K & K Reporting for transcripts of Motion Hearing held on 4/19/2013, Motion Hearing held on 7/29/2013, Motion Hearing held on 12/20/2013 and Court Trials held on 5/12-5/13/2014 - \$1511.25
	TRAN	HUMRICH	Transcript Filed - by Keith Evans Motion Hearing held on 4/19/2013, Motion Hearing held on 7/29/2013, Motion Hearing held on 12/20/2013 and Court Trials held on 5/12-5/13/2014
	CINF	HUMRICH	Re: Invoice for transcripts from K & K Reporting - needs billed to JV, LLC \$1511.25
3/4/2015	MISC	HUMRICH	Invoice dated 3/4/2015 from K & K Reporting for transcripts \$465
3/13/2015	MISC	HUMRICH	Disclaimer
3/16/2015	LETT	HUMRICH	Letter to Finney's Office - Balance due on transcripts for appeal \$1311.25
	LETT	HUMRICH	Letter to Week's Office - Balance due on transcript for appeal \$265.00
3/24/2015	BNDC	ROSS	Bond Posted - Cash (Receipt 4334 Dated 3/24/2015 for 1311.25)
3/26/2015	BNDC	HUMRICH	Bond Posted - Cash (Receipt 4428 Dated 3/26/2015 for 265.00)
	BNDV	HUMRICH	Bond Converted (Transaction number 423 dated 3/26/2015 amount 200.00)
	BNDV	HUMRICH	Bond Converted (Transaction number 424 dated 3/26/2015 amount 1,311.25)
	BNDV	HUMRICH	Bond Converted (Transaction number 425 dated 3/26/2015 amount 200.00)

4/29/2015

First Judicial District Court - Bonner County

User: H. H. H. H.

12:41 PM

ROA Report

33 of 33

Case: CV-2011-0000135 Current Judge: Idaho Supreme Court

MUFG Union Bank N.A. vs. Pend Oreille Bonner Development, LLC, etal.

	Code	User		Judge
/2015	BNDV	HUMRICH	Bond Converted (Transaction number 426 dated 3/26/2015 amount 265.00)	Idaho Supreme Court
/2015	MOTN	HUMRICH	Motion for Extension of Time by Clerk of District Court or Administrative Agency	Idaho Supreme Court

1. The Court's letter of April 30, 2014, prejudices JV and prohibits JV from presence at counsel table, and allows JV to only be a spectator at the Trial.

2. The letter is not in Order form, but it denies JV due process, notice, opportunity to be heard, and a fair trial.

3. The Court states that its prior summary judgment orders disposed of all issues between JV and Union Bank. This is contested by JV because the Court has never certified such Order as being a final judgment under I.R.C.P. 54(b), and it is not a final judgment.

4. Idaho case law is clear that the Court's prior Orders are strictly interlocutory decisions. An interlocutory order may be altered, amended, and set aside until it becomes a final judgment.

5. I.R.C.P. (a) (2) (B) clearly states that a motion for reconsideration of any interlocutory orders may be made at any time before the entry of the final judgment, but not later than 14 days after entry of the final judgment. The Court is timely moved to reconsider its Order on Summary Judgment and its Order of the Reconsideration of its Summary Judgment, and its Letter of April 30, 2014 to All Counsel.

6. First, JV submitted the Affidavit of James W. Berry (filed July 15, 2012), member-manager of JV. No party ever filed any objection or affidavit in opposition or in

contest or dispute of the Affidavit of James W. Berry. The Affidavit of James W. Berry was not referred to in any way in the Court's Memorandum, Order, or Order on the Reconsideration. The Affidavit must be taken as true of the facts stated, and the Court may not weigh the facts therein against other evidence/documents. A genuine issue of material facts made summary judgment inappropriate.

7. Berry's Affidavit is undisputed that JV received no consideration and executed the Subordination Agreement as a result of fraud. The Court erred in finding or weighing facts in contrary to Berry's Affidavit. The Affidavit must be liberally construed in favor of JV.

8. Berry's undisputed Affidavit, paragraph 8, page 2, states that prior to the Subordination Agreement, around August 1, 2008 Mr. Reeves of POBD told Mr. Berry that POBD had arranged to borrow (i.e. in the future) \$5.0 million to develop the Trestle Creek property as platting, and to build town houses and condominiums to sell. In order for POBD to get the \$5.0 million disbursed to POBD by the Bank, the Subordination Agreement was necessary for JV to sign (see Berry's Affidavit, paragraph 9, page 3). This is entirely consistent with the Third Amendment to Indebtedness and to Real Estate Security and Subordination Agreement, JV's Trial Exhibit M, recorded June 24, 2008, Instrument No. 753907, between POBD and JV. JV's Trial

Exhibit O are the color drawings for those townhouses, condos and the platting. In said Third Amendment it even set forth a partial release of mortgage provision for dollar amount payments to JV for the sales and releases of lots, townhouses, and condos.

9. In truth and fact, the Bank's \$5.0 million dollar loan and proceeds, less retained pre-paid interest, had been made and disbursed to POBD on October 29, 2007 which is almost 8 months before the Subordination Agreement. In short, the Subordination Agreement was entirely unnecessary. The Bank didn't request it and had long before disbursed the loan.

10. The 3 email letters from POBD's Attorney Sterling, JV's Trial Exhibits P, Q & R, say that "Chuck (Reeves) is negotiating a loan" from the Bank for \$5,000,000.00. This is false as the loan and proceeds had occurred months earlier, i.e. October 29, 2007. Then, on July 24, 2008 Attorney Sterling's email (JV's Trial Exhibit Q) encloses the Subordination Agreement and says they aim to close the initial funding by Monday - First National Bank has been very, very slow responding. On the same day Attorney Reeves refers to "a taffy pull" with First National Bank. Attorney Sterling said he loathed the burden of furnishing a current title commitment - obviously because it would have disclosed the truth, i.e. the Bank's \$5.0 million Mortgage was already recorded March 25,

2008, Instrument No. 748379/748380 (Plaintiff's Trail Exhibit 1).

11. The Court has previously refused JV's Motion to Reconsider (filed September 19, 2013) and disallowed the additional letters from Attorney Sterling. This was in error of the Idaho Rules of Civil Procedure and the Supreme Court's recent opinion of *Nield v Pocatello Health Services*, (2014). (Amended Substitute Opinion __ Idaho __, __ P.3d, __, WL 1258268, filed February 18, 2014, Opinion No. 20). The NIELD case is not new law. It cites (see *Nield*, page 39) Idaho Supreme Court cases from 1955 and 1990. The legal standard is clear,

When considering a motion for reconsideration, the trial court is to consider any new or additional facts that bear on the correctness of the order being reconsidered. *Coeur d'Alene Mining Co. v. First nat. Bank of North Idaho*, 118 Idaho 812, 823, 800 P.2d 1026, 1037 (1990). "A rehearing or reconsideration in the trial court usually involves new or additional facts, and a more comprehensive presentation of both law and fact." *J.I. Case Co. v. McDonald*, 76 Idaho 223, 229, 280 P.2d 1070, 1073 (1955). *Nield*, Opinion No. 20 Idaho Supreme Court at page 39.

It can not be said any clearer i.e. on any Motion to Reconsider by JV the Court's prior summary judgment and the Court's denial of altering it, and of the trial itself, the trial court must then and now, consider any new and additional facts or a more comprehensive presentation of both law and fact.

II. There are Counterclaims/Cross-Claims for trial. JV is entitled to be at counsel table and fully participate in the trial.

III. The Bank is "PAID" and has NOTHING TO FORECLOSE

The Bank's loan documents are replete with references to the fact that POBD principal owners, Merchell and Bowlby, pledged \$2.5 million cash each = \$5.0 million, the full amount of the loan for security payment. The redacted Debt Restructure and Settlement, JV's Trial Exhibit S and also NIR's Trial Exhibit SSS. This Debt Restructure and Settlement Agreement (first page) stated this the loan remains guaranteed by Bowlby and Merschel on the terms of the Loan Documents, except for a 1 year forbearance. On page 4, paragraph 3, the Obligations of the Loan Documents are reaffirmed. The Bank has retained the \$5.0 million cash pledge and is "paid" to that extent. There is no debt to foreclosure.

Wherefore, JV L.L.C. moves the Court to reconsider all of its previous interlocutory findings and orders, and to proceed to trial on the merits, and to rescind its April 30, 2014 Letter that all issues are disposed of between JV L.C.C. and Union Bank, and to permit JV L.L.C. at counsel table as a party to the trial and the litigation.

DATED this 9th day of May, 2014.


GARY A. FINNEY
Attorney at Law

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by facsimile transmission, or as otherwise indicated, this 9 day of May, 2014, and addressed as follows:

John E. Miller
Attorney at Law
1424 Sherman Ave., Suite 500
Coeur d'Alene, ID 83814
Fax No. 1-208-665-9176
(Attorney for Union Bank)

Susan Weeks
James, Vernon & Weeks, P.A.
1626 Lincoln Way
Coeur d'Alene, ID 83814
Fax No. 1-208-664-1684
(Attorney for North Idaho Resorts)

Douglas S. Marfice
RAMSDEN & LYONS
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
Fax No. 1-208-664-5884
(Attorney for B-K Lighting, Inc.)

John A. Finney
Finney Finney & Finney, P.A.
120 East Lake St., Suite 317
Sandpoint, ID 83864-1366
(Attorney for ACI Northwest, Inc.)
(Via Hand Delivery)

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
320 E. Neider Ave, Suite 102
Coeur d'Alene, ID 83815
Fax No. 1-208-667-2150
(Attorney for Dan S. Jacobson,
Sage Holding, LLC, and Steve G. Lazor)

John G. Layman
Patti Jo Foster
LAYMAN, LAYMAN & ROBINSON, PLLP
601 South Division Street
Spokane, WA 99202
Fax No. 1-509-624-2902
(Attorney for Pend Oreille Bonner
Development, LLC, Pend Oreille Bonner
Development Holdings, Inc., Montaheno
Investments, LLC, Toyon Investments,
LLC, Charles Reeves, and Ann B.
Reeves)

R. Wayne Sweney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814
Fax No. 1-208-664-4125
(Attorney for Mountain West Bank)

Brent Featherston
Featherston Law Firm, Chtd.
113 South Second Avenue
Sandpoint, Id 83864
Fax No. 1-208-263-0400
(Attorney for Pensco Trust Co.)

Richard L. Stacey
Chad Nicholson
MEULMAN MOLLERUP, LLP
755 W. Front St., Ste 200
Boise, ID 83702
Fax No. 1-208-336-9712
(Attorney for R.E. Loans, LLC)

Honorable Michael J. Griffin
c/o Idaho County Clerk
Second District Court
320 W. Main Street
Grangeville, ID 83530
Fax No. 1-208-983-2376
(Out of County Judge)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 9th day of May, 2014.

_____	U.S. Mail, Postage Prepaid	John E. Miller
_____	Hand Delivered	The Law Office of John E. Miller
✓	Facsimile: 208-665-9176	1424 E. Sherman Avenue, Ste. 500
		Coeur d'Alene, ID 83814
_____	U.S. Mail, Postage Prepaid	Gary A. Finney
_____	Hand Delivered	FINNEY FINNEY & FINNEY, PA
✓	Facsimile: 208-263-8211	120 E Lake St., Ste. 317
		Sandpoint, ID 83864
_____	U.S. Mail, Postage Prepaid	John. Finney
_____	Hand Delivered	FINNEY FINNEY & FINNEY, PA
✓	Facsimile: 208-263-8211	120 E Lake St., Ste. 317
		Sandpoint, ID 83864
_____	U.S. Mail, Postage Prepaid	R. Wayne Sweney
_____	Hand Delivered	Lukins & Annis, P.S.
_____	Overnight Mail	601 E Front Street, Suite 502
✓	Facsimile: 208-664-4125	Coeur d'Alene, ID 83814-5155
_____	U.S. Mail, Postage Prepaid	Douglas S. Marfice
_____	Hand Delivered	Ramsden & Lyons, LLP
_____	Overnight Mail	700 Northwest Blvd.
✓	Facsimile: 208-664-5884	P.O. Box 1336
		Coeur d'Alene, ID 83816-1336
_____	U.S. Mail, Postage Prepaid	Bruce A. Anderson
_____	Hand Delivered	Elsaesser Jarzabek Anderson Marks Elliott &
_____	Overnight Mail	McHugh, Chtd.
✓	Facsimile: 208-667-2150	320 E. Neider, #102
		Coeur d'Alene, ID 83814
_____	U.S. Mail, Postage Prepaid	Richard L. Stacey
_____	Hand Delivered	MEULEMAN MOLLERUP LLP
_____	Overnight Mail	755 W Front Street, Suite 200
✓	Facsimile: 208-336-9712	Boise, Idaho 83702


Christine Elmore

GARY A. FINNEY
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, Idaho 83864
Phone: (208) 263-7712
Fax: (208) 263-8211
ISB No. 1356

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 MAY 12 PM 12 50

CLERK DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A., a national	)	Case No. CV-2011-00135
banking association,)	
	)	JV L.L.C.'S REQUEST FOR
Plaintiff,	)	CLERK'S RECORDING AND
	)	REPORTER'S TYPED TRANSCRIPT OF
	)	THE DISTRICT COURT'S REMARKS
vs.	)	AND RULINGS IN OPEN COURT ON
	)	MAY 12, 2014 PRIOR TO ACTUAL
	)	TRIAL COMMENCEMENT
PEND OREILLE BONNER)	
DEVELOPMENT, LLC, a Nevada)	
limited liability company, et)	
al,)	
)	
)	
Defendants.)	
)	

COMES NOW JV L.L.C., by its Attorney Gary A. Finney, and makes this Request for Clerk's Recording and Reporter's Typed Transcript of the District Court's Remarks and Rulings in Open Court on May 12, 2014 prior to actual Trial Commencement. The Transcripts are requested as soon as possible. JV L.L.C.'s Attorney Gary Finney will pay the cost(s) upon notification.

JV L.L.C.'S REQUEST FOR CLERK'S RECORDING AND REPORTER'S TYPED TRANSCRIPT OF THE DISTRICT COURT'S REMARKS AND RULINGS IN OPEN COURT ON MAY 12, 2014 PRIOR TO ACTUAL TRIAL COMMENCEMENT - 1

DATED this 12th day of May, 2014.



GARY A. FINNEY
Attorney at Law

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by facsimile transmission, or as otherwise indicated, this 12th day of May, 2014, and addressed as follows:

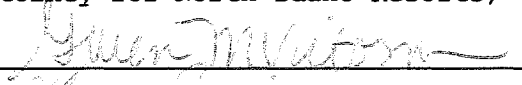
Court Reporter
Bonner County Courthouse
Via Hand Delivery

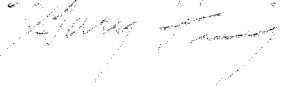
Deputy Clerk in Court
Bonner County Courthouse
Via Hand Delivery

Honorable Michael J. Griffin
Bonner County Courthouse
Via Hand Delivery
(Out of County Judge)

John E. Miller
Attorney at Law
Bonner County Courthouse
Via Hand Delivery
(Attorney for Union Bank)

Susan Weeks
James, Vernon & Weeks, P.A.
Bonner County Courthouse
Via Hand Delivery
(Attorney for North Idaho Resorts)





JV L.L.C.'S REQUEST FOR CLERK'S RECORDING AND REPORTER'S TYPED
TRANSCRIPT OF THE DISTRICT COURT'S REMARKS AND RULINGS IN OPEN
COURT ON MAY 12, 2014 PRIOR TO ACTUAL TRIAL COMMENCEMENT - 2

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER
COURT MINUTES

JUDGE: MICHAEL J GRIFFIN
REPORTER: KEITH EVANS
CLERK: SUSAN AYERLE

CASE NO. CV-2011-135
DATE: MAY 12 2014 TIME: 9:00 AM
CRTRM: 1

UNION BANK NATIONAL ASSOCIATION

vs PEND OREILLE BONNER DEVELOPMENT, LLC.,
ET AL

Plaintiff / Petitioner

Defendant / Respondent

Atty: JOHN MILLER

Atty: RICHARD SWENEY, GARY FINNEY,
DOUGLAS MARFICE, SUSAN WEEKS, JOHN
MILLER, BRUCE ANDERSON, JOHN
FINNEY, JOHN LAYMAN, RICHARD STACY

SUBJECT OF PROCEEDINGS

COURT TRIAL
DEFENDANT PENSICO MOTION TO SET ASIDE DEFAULT
MOTION IN LIMINE
PENSICO TRUSTS' MOTION TO SET ASIDE DEFAULT

CHARGE

INDEX	SPEAKER	PHASE OF CASE
905	J	Calls Case
		Present: PL UNION BANK aka SANTA BARBARA BANK & TRUST NA BY TERRILYN BARON WITH JOHN E MILLER; DEF NORTH IDAHO RESORTS LLC BY RICHARD VILLELLI WITH SUSAN WEEKS; BRENT FEATHERSTON, SPECIAL APPEARANCE, FOR PENSICO TRUST
	J	JOHN MILLER TERRY BERRY FOR PL RICHARD VILLELLI WITH SUSAN WEEK BRENT FEATHERSTON SPECIAL APPEARANCE FOR PENSICO TRUST
	J	MR FINNEY IN COURTROOM REPRESENTING JV LLC
	J	PENSICO MATTERS FIRST MOTION FILED TO SET ASIDE THE DEFAULT WHICH WAS ENTERED AUGUST 27 TH 2012 MOTION TO SHORTEN TIME ALSO FILED NO REQUEST FOR ORAL ARGUMENT MOTION DENIED; WON'T BE JOINING THE CASE TODAY SIR MY INTENTION TO BIFURCATE ISSUES REMAINING START WITH UNION BANK V NORTH IDAHO RESORT JV LLC FILED ANSWER TO COUNTERCLAIM A WEEK AGO IF THAT WAS INTENDED AS AN AMENDED ANSWER – DISMISSED, DIDN'T HAVE PERMISSION TO FILE; ANSWER TO NORTH IDAHO RESORTS CROSS CLAIM FILED A LONG TIME AGO JUNE 15, 2012, THAT WOULD BE SECOND DO FIRST PART THEN TRY PRIORITIES BETWEEN JV LLC
	JM	HAVE REACHED A STIPULATION AS TO SOME OF THE EXHIBITS
911	SW	MOVE TO EXCLUDE WITNESSES
	J	FOR UNION BANK
	JM	THREE PARTIES WHO HAVE STIPULATED TO PRIORITY OF BANK OVER THEIR POSITIONS REFERENCING SO COURT UNDERSTAND MOST OF PL'S CASE DOCUMENTS THAT ARE STIPULATED TO AND IN COURT'S FILE TESTIMONY FROM UNION BANK NOT NECESSARY ASSUME MS WEEKS WILL HAVE PLENTY OF QUESTIONS FOR MS TERRILYN BARON

	J	COURT WILL TAKE JUDICIAL NOTICE OF
	JM	3 WITNESSES NOT NECESSARILY REBUTTAL
914	JM	CALL
	SW	FILED REQUEST FOR JUDICIAL NOTICE ON INFERIOR LOANS
	J	HAVE SEEN
	JM	ONE FURTHER STIPULATION WITH SAGE HOLDINGS
	SW	I FILED THAT
	J	REQUEST JUDICIAL NOTICE OF THAT
		YOU DID; COURT WILL TAKE NOTICE
		INDIVIDUALS TOO
	BOTH	YES
915	JM	MR REEVES
	SWORN	WITNESS
	JM	DIRECT
	MR REEVES	IN FRONT OF YOU GOING TO SEE BOOKLET; ADMITTED BY STIPULATION
		HOW EMPLOYED? PARTNER IN PEND OREILLE BONNER DEVELOPMENT
		LLC? YES
	LATER IDENTIFIED AS CHARLES REEVES	THAT COMPANY A LLC DEVELOPING, PARENT COMPANY? YES, ACTUALLY
		THE OWNER OF THE PROPERTY IS LLC; MANAGING IS HOLDINGS, INC
		INTEREST IN HOLDINGS? I DO
		SHARE HOLDER? YES
		POSITION? PRESIDENT OF THAT ENTITY
		HOLD WITH LLC? PRESIDENT SOLE MEMBER OF LLC; PRESIDENT, IN
		CHARGE OF DAY TO DAY OPERATIONS
		BUSINESS PURPOSE? DEVELOP THE IDAHO CLUB
		WHAT IS IDAHO CLUB? 2 SEPARATE PIECES PROPERTY: GOLF COURSE,
		LAKE PEND OREILLE AWAY FROM GOLF COURSE
		TRESTLE CREEK PROPERTY? YES
		LAKE FRONT PROPERTY? YES
		TRESTLE CREEK PROPERTY ONLY PROPERTY FOCUSING ON FOR
		PURPOSES OF THIS TRIAL? YES
		WHAT ENTITY ACQUIRED THE TRESTLE CREEK PROPERTY IF YOU RECALL? I
		DON'T RECALL, SHORT TIME AFTER TRANSFERRED TO LLC; ANOTHER
		COMPANY THAT HAD OWNERSHIP
		EXHIBIT 11 -
921	CR	TESTIMONY CONTINUES
	SW	OBJECTION LEADING
	J	SUSTAINED{?}
924	CR	TESTIMONY CONTINUES – COST OF PROPERTY BEING DISCUSSED
927	JM	CONTINUES DIRECT OF MR REEVES
	CR	TESTIMONY CONTINUES
929	SW	OBJECTION
	J	FOUNDATIONAL
	JM	RESUMES
	CR	CONTINUES
932	SW	OBJECTION HEARSAY
	J	SUSTAINED
		ASK A DIFFERENT QUESTION
933	SW	OBJECTION – LEADING ASKED AND ANSWERED
	J	SUSTAINED
	JM	PLEASE OPEN BOOKLET – EXHIBIT 1
938	JM	NO QUESTIONS AT THIS TIME
		RESERVE RIGHT FOR REBUTTAL
	SW	CROSS
	CR	EDUCATION – UNDERGRAD DEGREE AND LAW DEGREE
	SW	TWO OTHER DEEDS
		IDAHO CLUB; MOOSE MT AND TRESTLE CREEK

	CR	TWO PARCELS MOOSE MT NOT PART OF TRESTLE CREEK
	SW	APPROACH WITNESS TWO DEEDS
	CR	OTHER 2 DEEDS PURCHASED PER SALE AGREEMENT? MIGHT BE PL EXHIBIT 11 IS TRESTLE CREEK, ASSUMING THAT? NO RECOGNIZE NAME ON THOSE DEEDS? YES BUT DON'T KNOW PARCELS REFERRING TO ALL UNDER PURCHASE AGREEMENT? BELIEVE SO GRANTORS? DP INC IS ONE VILLELLI ENTERPRISES, VP INC AND POBD ARE ALL PART OF RESORTS? DON'T KNOW RELATIONSHIP IS AFTER PROPERTY CLOSING ON JUNE 16, 2006 ON THOSE DEEDS, MEMO OF PURCHASE AND SALE RECORDED? BELIEVE THERE WAS, YES WHO RECORDED THAT? DON'T KNOW INDICATED NOTE PAYABLE AT CLOSING PAYABLE TO NORTH IDAHO RESORTS, CORRECT? YES RECALL AT DEPOSITION? DON'T REMEMBER
		PROVIDES SANDPOINT TITLE INSURANCE PROMISSORY NOTE MARK WWW
	SW	MOVE TO ADMIT
	JM	NO OBJECTION
	J	WWW WILL BE ADMITTED
		IDENTIFIED WITNESS FROM DOCUMENT AS CHARLES W REEVES
	SW	CONTINUES CROSS
	CR	RESPONDS TO CROSS
950	SW	LOOK AT EXHIBIT DDD RECOGNIZE
	CR	YES – MEMORANDUM PURCHASE AND SALE WHO PREPARED? NOT SURE INDICATES RETURN TO POBD HOLDINGS INC? YES YOU SIGNED IT? YES PUT PEOPLE ON NOTICE PARTICIPATION PAYMENTS DUE UNDER CONTRACT? BELIEVE SO, YES IDAHO QUESTIONS THEY WOULD CONTACT YOU?
951	JM	OBJECTION – SPECULATION
	J	INTENT OF QUESTION HIS INTENTION
	SW	REASKS
	JM	MISSTATES HIS PRIOR TESTIMONY
	J	CAN ANSWER IF YOU KNOW
	CR	PURPOSE OF DOCUMENT CONTACT MR VILLELLI
	SW	EXHIBIT EEE
	CR	HAS SEEN DOCUMENT; SIGNATURE PREPARED? DON'T KNOW WHO OR WHY
	JM	OBJECTION – CONTAINS TWO DOCUMENTS
954	J	OBJECTION OVERRULED QUESTION WAS DO YOU KNOW WHY
	CR	NO
	SW	RESUMES
	CR	DON'T KNOW WHY EXECUTED CONVERSATIONS WITH MR VILLELLI ABOUT WHY EXECUTED? SURE WE DID BUT DON'T REMEMBER BROUGHT TO YOUR ATTENTION ERROR IN DOCUMENT? DON'T KNOW, HEARD FROM MR VILLELLI THERE MAY BE ERROR – DON'T KNOW THIS DOCUMENT OR NOT WHAT TOLD? SOMETHING WITH TERMINATION BEFORE OR AFTER FIRST FACILITY LOAN? DON'T REMEMBER

		EXHIBIT FFF, RECOGNIZE? YES WHAT IS IT? FIRST AMENDMENT YOUR SIGNATURE? YES RECALL DOCUMENT? RECALL SIGNING RECALL WHY PREPARED? NO ANY OTHER AMENDMENTS TO PURCHASE AND SALE AGREEMENT? NOT TO MY KNOWLEDGE OTHER ..
956	CR	DISCUSSION WITH BANK ABOUT PARTIAL TERMINATION? NO
	SW	EXHIBIT TTT
	CR	RECOGNIZE MY SIGNATURE PARTIAL TERMINATION OF ..? TITLE OF DATED MAY 8, 2007? APRIL 27 TH RECORDED MAY 8 TH RECOGNIZE DOCUMENT? NO, OTHER THAN SIGNED DOCUMENT; DON'T RECALL WHY SIGNED DON'T KNOW WHY SECOND PARTIAL TERMINATION? CORRECT
	SW	MOVE FOR ADMISSION OF TTT
	J	ADMIT DEF EXHIBIT TTT
	SW	RESUMES CROSS
	CR	EXHIBIT 5? YES RE-RECORDED ... CORRECT LEGAL DESCRIPTION? YES SEE BEFORE? NOT TO RECOLLECTION KNOW WHO CAUSED TO BE RE-RECORDED? NO WHEN FIRST TIME DISCOVERED? DON'T KNOW BEFORE OR AFTER LOAN TO PACIFIC CAPITAL BANK? DON'T KNOW PREPARE >> RETURN ON INVESTMENT? YES YES YOU DID? YES PROJECTED IN PARTICIPATION PAYMENTS? ORIGINAL IN PURCHASE/SALE AGREEMENT HOW MUCH? 180 MILLION IN SALES TOTAL CONSIDERATION ... LESS A LOT
	SW	PROJECT SUMMARY HANDED TO WITNESS
1002	CR	RECOGNIZE? NOT REALLY PRODUCED IN DISCOVERY, NOT FAMILIAR TO YOU TODAY? NOT OFF THE TOP PROJECT SUMMARY, WHO PREPARED? SOMEONE IN OFFICE BUSINESS RECORDS? BELIEVE SO AMOUNTS NORTH IDAHO
	JM	OBJECTION – MISSTATES TESTIMONY
	J	RESTATE THE QUESTION
	SW	RESTATES
	CR	RESUMES TESTIMONY PACIFIC CAPITAL LOAN FIRST NATIONAL BANK IN MONTEREY AT TIME PACIFIC CAPITAL HADN'T TOLD BANK NORTH IDAHO RESORTS HAD SUBORDINATED
1005	JM	OBJECTION I'LL WITHDRAW
	J	RESTATE YOUR QUESTION
	SW	AT TIME OF LOAN, DIDN'T
	JM	OBJECTION – ASSUMES VENDORS NAMES
	SW	I'LL REPHRASE
	SW	CAPITAL ONE FACILITY LOAN – SUBORDINATION ...
	CR	DON'T RECALL WHAT I WOULD HAVE TOLD {THEM} ABOUT IT DIDN'T DEAL WITH BANK PARTNERS HAD LENDING RELATIONSHIP? CORRECT; I DIDN'T HAVE DIRECT DEALINGS WITH BANK \$5 MILLION TO TIDE OVER TO RE LOANS MONIES CAME IN? TO PAY ON-

		GOING LOAN; WHETHER RE LOANS OR SOMEBODY ELSE; TRUE TO TIDE OVER UNAWARE OF SECURITY DOCUMENTS
	JM	OBJECTION ASSUMES FACTS NOT IN EVIDENCE
	J	RESTATE QUESTION PLEASE
	SW	EXHIBIT NNN BANKS LENDING DOCUMENTS
1008	CR	DOCUMENTS SIGNED? SIGNED ONE DIDN'T KNOW SECURITY DOCUMENTS OTHERS SIGNED? DON'T REMEMBER BUT WOULDN'T HAVE KNOWN WHAT SECURITY DOCUMENTS SECURED PORTION – FACILITY TWO – RECALL WORKING WITH SANDPOINT TITLE? DON'T REMEMBER WHO DID CLOSING ONLY RECALLED WORKING WITH SANDPOINT TITLE AT DEPOSITION
	SW	MAY WE PUBLISH ORIGINAL OF MR REEVES DEPOSITION
	J	LET'S TAKE 15 MINUTES BREAK AT 25 AFTER PLEASE
1010		OFF
1031		ON
	J	STILL ON STAND
	SW	RESUMES CROSS
	CR	LOAN FINANCING DISCUSSIONS, SOME FROM RE, FO8, NG ENTITIES CORRECT? YES EXHIBIT 6, RECOGNIZE? YES SUBORDINATION AGREEMENT MARCH 14, 2007 FROM NORTH IDAHO RESORTS? APPEARS TO BE PURPOSE OF SUBORDINATION AGREEMENT? QUESTION FOR RE LOANS SUBORDINATING THE AGREEMENT? WHAT IT SAYS TOLD HAD TO BE OBTAINED FOR RE LOANS TO MAKE LOAN? DON'T REMEMBER SPECIFIC CONVERSATIONS WITH RE LOANS DON'T KNOW WHY THAT WAS ACQUIRED? NOT SPECIFICALLY; UNDERSTAND DOCUMENT PURPOSE OF DOCUMENT TO PUT NORTH IDAHO
1034	JM	OBJECTION
	J	REPHRASE
	SW	REPHRASES
	CR	PURPOSE TO PUT NIR BEHIND RE? PURPOSE TURN BACK TO 6A – 724833 – 2 ND SUBORDINATION AGREEMENT? YES SIGNED BY YOU? YES AGREEMENT PLACE JV LLC IN 2 ND POSITION BEHIND RE LOANS? BELIEVE IT DOES TODAY DON'T RECALL WHY SUBORDINATION AGREEMENTS REQUESTED? REQUESTED BECAUSE JV LLC HAD MORTGAGE COORDINATING LOAN PAPERWORK FOR RE LOANS? COULDN'T CHARACTERIZE AS COORDINATING, EXECUTING FOR POBD; DOCUMENTS PROVIDED BY RE LOANS TOLD YOU THEY HAD TO BE SIGNED? DON'T REMEMBER WHAT SAID SPECIFICALLY SUBORDINATION AGREEMENT SIGNED SAME DAY PARTIAL TERMINATION SIGNED? COULD BE
	SW	EXHIBIT 4
	CR	QUESTION I'M TO ANSWER TRUE SIGNED SAME DAY, EXHIBIT 4 AND EXHIBIT 6? MARCH 13 AND 14 TH RECORDED SAME DATE? YES KNOW WHO ARRANGED TO BE RECORDED? NO MARCH 13, MARCH 14, EXHIBIT 6 SAY MARCH 14 TH 2007? IT DOES. REFERRING TO EXHIBIT 4, COMPARE THE DATES, EXHIBITS 5 AND 6 BOTH SAY MARCH 14 TH EXHIBIT 4 AND EXHIBIT 6? CORRECT UNDERSTAND RECORDING NUMBERS? UNDERSTAND SEQUENCED

		PARTIAL TERMINATION 724831 ON MARCH 15 TH ; SUBORDINATION 724832? THAT'S WHAT IT SAYS KNOW WHY SEQUENCED THAT WAY? NO INPUT ON THAT? WOULDN'T REMEMBER CAPITAL LOAN NEVER ASKED NORTH IDAHO RESORTS TO SIGN SUBORDINATION? I WOULDN'T HAVE ASKED NO DOCUMENTS FROM THE BANK? DON'T RECALL ANY BANK CONVERTED TO SECURED REAL ESTATE LOAN, WORKING WITH JV LLC TO GET THEIR FIRST POSITION MORTGAGE RELEASED? SUBORDINATED A BETTER WORD
	SW	MARKED EXHIBIT UUU
	CR	RESPONSE...
1042	JM	OBJECTION – THIS DOCUMENT NOT RELEVANT
	J	RELEVANCY
	SW	ACTUAL AND CONSTRUCTIVE KNOWLEDGE OF LIEN POSITION
	J	WHAT DIFFERENCE JV LLC
	SW	AT TIME BANK WORKING ON JV LLC USING MR REEVES AS ITS AGENT
	J	ESTABLISH AS AN AGENT FIRST OTHER QUESTIONS TO ESTABLISH
	SW	ANOTHER OFFER OF PROOF TESTIFIED AUTHOR IS ATTORNEY FOR ENTITY
	J	HE DID, DOESN'T MAKE HIM AN AGENT
	JM	OBJECTION
	J	CLARIFY
	SW	REASKS
	CR	MR STERLING OUR ATTORNEY EVER SEND YOU ANY COMMUNICATION REGARDING CONFLICT OF INTEREST?
	JM	OBJECTION
	J	YOUR QUESTION IS FINE
	SW	I'LL REASK MR STERLING SEND YOU CONFLICT OF INTEREST
	CR	DON'T RECALL WHY MR STERLING WORKING ON SUBORDINATION? HE WAS OUR ATTORNEY – NORMAL COURSE OF BUSINESS NORMAL COURSE OF BUSINESS BORROWER OBTAIN AND PREPARES SUBORDINATION AGREEMENTS FOR BANK'S BENEFIT? I'VE NEVER PREPARED DID YOU ATTORNEY? DON'T KNOW EXHIBIT 6 DID YOUR ATTORNEY PREPARE? DON'T KNOW OTHER THAN THIS SUBORDINATION AGREEMENT, IDENTIFY ANY YOUR ATTORNEY PREPARED? DON'T THINK ATTORNEY PREPARED CITES FROM EMAIL? YES REQUEST YOUR ATTORNEY FORWARD
1046	JM	OBJECTION
	J	IF YOU CAN ANSWER
	CR	COURTESY TO BANK; TRY TO GET HANDLED BANK IN FIRST POSITION ON PROPERTY
	JM	OBJECTION
	J	SPECIFIC FOR RECORD
	CR	FIRST POSITION ON TRESTLE CREEK PROPERTY? THEIR DESIRE FIRST AT TIME MORTGAGE EXECUTED? SURE IT'S HOW IT WORKS; CAN'T BE IN FIRST UNTIL HAVE SIGNED MORTGAGE AHEAD? UNTIL SUBORDINATED
	SW	EXHIBIT 1 DATE RECORDED
	CR	RECORDED MARCH, 2008? THAT'S WHAT IT SAYS EMAIL MARCH 31, 2008? YES JV LLC DID NOT SUBORDINATE UNTIL AFTER, SOMETIME IN AUGUST 2008?

		<p>AFTER CLOSING SEVERAL MONTHS? YES AT TIME MORTGAGE DONE BANK NOT IN FIRST POSITION? LEGAL CONCLUSION, KNEW BANK NOT IN FIRST POSITION? TRUE BANK KNEW? DON'T KNOW WHAT BANK KNEW YOU TESTIFIED TALKED TO BANK? SURE WE TALKED ABOUT IT WHY GOT SUBORDINATION AGREEMENT ASK YOU TO GET SUBORDINATION FROM NORTH IDAHO RESORTS? DON'T RECALL RECALL EXPLAINING TO MR VILLELLI ? DON'T HAVE RECOLLECTION DATES, MARCH 9, 2006 3RD AMENDED PURCHASE AGREEMENT, EXHIBIT AAA? EXECUTED EFFECTIVE? YES JUNE 2006 MEMORANDUM RECORDED EXHIBIT DDD? WILL SAY YES JUNE 19 MARCH 15 PARTIAL TERMINATION RECORDED EXHIBIT 4? YES IMMEDIATELY FOLLOWING ON MARCH 15 EXHIBIT 6 SUBORDINATION FILED? YES MAY 8TH, EXHIBIT TTT, PARTIAL TERMINATION OF AGREEMENT RECORDED AGAIN? YES MAY 10, 2007 EXHIBIT FFF FIRST AMENDMENT? YES OCTOBER 29, 2007 FACILITY ONE LOAN – EXHIBIT NNN? YES MARCH 17, 2008 YOU SIGNED COMMERCIAL MORTGAGE? YES MARCH 25, 2008 ACTUALLY RECORDED? YES EXHIBIT 1? AUGUST 6, 2008 OR THEREABOUTS, SUBORDINATION AGREEMENT JV LLC? JUST REMEMBER SUMMER OF 2008</p>
1053	SW	REVIEW DOCUMENT HELP YOU RECALL
	CR	<p>RECOGNIZE SUBORDINATION AGREEMENT AUGUST 6TH 2008 FILED DON'T RECALL WHY PARTIAL TERMINATION MARCH? NO DON'T RECALL WHY ANOTHER PARTIAL MAY 2007? NO KNOW WHY FIRST AMENDMENT ON MAY 10, 2007? NO AGREE WHEN BANK LOANED – STRIKE THAT BANK DIDN'T LOAN ON FACILITY TWO DID IT? BANK, AS PART OF TWO PEOPLE LINE OF CREDIT FACILITY ONE WAS LOAN SECURED BY PERSONAL? NOT RELEASED AT SOME POINT? NOT AS INVOLVES TRANSACTION OF MORTGAGE, STILL GUARANTORS RELEASED ON FUTURE? DON'T KNOW TERMS OF THEIR RELATIONSHIP WITH BANK</p>
1055	CR	<p>FACILITY ONE – PERSONAL SECURITY? YES FACILITY TWO RESTRUCTURING THAT LOAN? YES TO PUT BANK IN POSITION ONE? YES DUE 3 MONTHS BEFORE CONVERTED TO COMMERCIAL MORTGAGE? DON'T REMEMBER EXHIBIT NNN – MIDDLE OF PAGE STATES “...”? YES WHY DID IT TAKE BANK 3 MONTHS TO CONVERT TO SECURED REAL ESTATE? I DON'T KNOW</p>
1057	SW	<p>NOTHING FURTHER TWO MORE QUESTIONS</p>
	CR	<p>RESORTS ISSUED NOTICE OF DEFAULT TO POBD? MAY HAVE POBD ASSUMED JV NOTE AND NEVER PAID IT? STILL AN OUTSTANDING AMOUNT DUE ONE OF REQUIREMENTS ASSUME NOTE? OUR OBLIGATION NOT NORTH IDAHO RESORTS NOT PAID? NO IN BREACH ALSO? TO JV LOANS</p>

1058	JM	RE DIRECT EXHIBIT 5; RE-RECORDING OF PARTIAL TERMINATION; BEARS YOUR SIGNATURE DID YOU RESIGN OR PRIOR RECORDATION
	CR	NOT SURE I UNDERSTAND SOMEONE PRESENT TO YOU FOR YOUR SIGNATURE IN 2009, MARCH 2009, FOR YOU TO SIGN IT? DON'T RECALL DOCUMENT HAS ONE SIGNATURE FOR YOU? YES EXHIBIT 4 YOUR SIGNATURE IS THERE? CORRECT LOOK LIKE PHOTOCOPIES OF EACH OTHER, OR ORIGINAL
	SW	OBJECTION ASKED AND ANSWERED AND LEADING
	CR	LOOKS LIKE PHOTOCOPY ANY KNOWLEDGE OF 5 BEING RECORDED? NO NO PARTICIPATION IN PREPARATION OF EXHIBIT 5? DON'T REMEMBER PREPARING IT PRIOR TESTIMONY YOU SIGNED 5 IS INCORRECT? LOOKS LIKE MY SIGNATURE, CAN'T SPECIFICALLY TESTIFY I SIGNED IT KNOW WHO RECORDED IT? NO, SAYS SANDPOINT TITLE AWARE SANDPOINT TITLE SUED
1101	SW	OBJECTION – IRRELEVANT AND OUTSIDE SCOPE
	J	SUSTAINED
	CR	EXHIBIT 10, BUSINESS PLAN AT TIME EXECUTING THE PURCHASE AND SALE AGREEMENT, EXHIBIT 1 OR AAA, REQUIRED TO HAVE PLAN SUBMITTED TO NORTH IDAHO RESORTS? AS PART OF PURCHASE AGREEMENT YES TAKE INTO CONSIDERATION PLAN IT HAD ALREADY DEVELOPED FOR PROPERTY? NO INDICATED YOU HAD PART IN PREPARING BUSINESS PLAN BUT YOU DON'T RECALL? YES THIS IS PLAN
	JM	MOVE TO ADMIT EXHIBIT 10
	SW	DID MR REEVES SAY HE PREPARED THIS PLAN DID YOU PREPARE THIS BUSINESS PLAN
	CR	INVOLVED IN PREPARATION TESTIFIED TRUE AND CORRECT COPY? THINK IT IS PRO FORMAS WITH IT? THERE WOULD HAVE BEEN THIS IS NOT TRUE AND CORRECT COPIES? NARRATIVE, NUMBERS WITH IT PRO FORMAS PARTICIPATION NUMBERS, ANTICIPATE FOR SALES? YES
	SW	OBJECT TO ADMISSION AS THE BUSINESS PLAN IF SUBMIT AS NARRATIVE
	JM	OFFERED AS NARRATIVE
1104	J	EXHIBIT 10 WILL BE ADMITTED
1106	SW	OBJECTION – LEADING
	J	WHAT IS RELEVANCE
	JM	PURCHASE PRICE
	J	OBJECTION SUSTAINED OTHER QUESTIONS
	JM	RESUMES RE-DIRECT EXHIBIT WWW
	CR	NOTE PAID IN FULL? YES RECALL WHEN PAID? THINK FIRST PART 2008 – FIRST QUARTER MAYBE COULD HAVE BEEN PAID AFTER FACILITY ONE
	SW	OBJECTION – ASKED AND ANSWERED
	J	COMPOUND – ASK AGAIN
	CR	OCTOBER 2007 YOUR RECOLLECTION PROMISSORY NOTE PAID BEFORE
	SW	OBJECTION – ASKED AND ANSWERED AND LEADING
	J	OVERRULED
	CR	YES

		REFERENCE TO THE REAL PROPERTY PURCHASE AND SALE AGREEMENT, MORTGAGE
	SW	OBJECT TO FORM OF QUESTION
	J	SUSTAINED – CAN READ DOCUMENT FOR MYSELF SPEAKS FOR ITSELF
1109	CR	WHEN POBD DEEDED PROPERTY, DEEDED SIMPLE? THINK SO EXHIBIT 11, AND REFER TO IT
	SW	OBJECTION – DOCUMENT SPEAKS FOR ITSELF
	J	READ IT TO YOURSELF
	CR	OK REFRESH YOUR RECOLLECTION OF FEE SIMPLE TRANSFER OF PROPERTY? YES
1110	JM	NOTHING FURTHER
	SW	RE-CROSS
	CR	PARTICIPATION IN PROFIT/LOSS PART OF THE PRICE TERM PARTICIPATION IN LOT SALES WAS IN PROFIT ... PRICE TERM OF SALE AGREEMENT
	JM	OBJECTION
	J	ASK ANOTHER QUESTION
	CR	WHEN PRICES ARE TO BE PAID TO SELLER BASED UPON LOT SALES? RESTATE WHAT IT SAYS, AFTER \$80 MILLION THEN 20 PERCENT ISN'T THAT A FORMULA? YES A FORMULA YOU UNDERSTOOD HOW TO APPLY TO DETERMINE WHAT PAYMENTS DUE AT WHAT TIME? SURE FACILITY ONE LOAN, EXHIBIT WWW HAS NOT BEEN PAID TO NORTH IDAHO RESORTS AT THE TIME THAT THE FIRST FACILITY LOAN WAS MADE? THINK THAT'S MY RECOLLECTION; EARLY 2008 BANK NEVER ASKED YOU IF YOU HAD PAID THAT? AT THE TIME BANK JUST MADE SIGNATURE LOAN FOR \$5 MILLION DOLLARS FACILITY TWO LOAN BANK DIDN'T ASK IF PAID THAT LOAN? DON'T RECALL DOCUMENTATION THERE IS NOTHING FROM BANK
	JM	OBJECTION – ASSUMES FACTS NOT IN EVIDENCE
	J	QUESTION OK
	SW	COURT REPORTER READ IT BACK PLEASE
	CR	INQUIRY BY BANK IF NOTE WAS PAID? TWO ANSWERS, DON'T RECALL AND SHOE BOX FULL OF DOCUMENTS, DON'T KNOW WHAT WAS IN THERE
1115	SW	NOTHING FURTHER
	J	I HAVE A QUESTION YOU GET TO \$80 MILLION THRESHOLD, AFTER THAT ANY GUIDANCE/REQUIREMENTS WHAT YOU SELL THE NEXT LOT, SOMETHING TELLS YOU HOW MUCH PROPERTY SOLD AFTER THRESHOLD MET?
	CR	NOTHING IN AGREEMENT THAT SPECIFICALLY SAYS THAT; SUBMITTED BUSINESS PLAN TO NORTH IDAHO RESORTS FOR THEIR REVIEW; RIGHTS OF APPRAISAL FOR FAIR VALUE
	JM	RESERVE RIGHT TO RECALL
	SW	EXHIBIT 10 LOT PRICES REPRESENTED TO MR VILLELLI AS BEING THE PRICES THAT YOU PROJECTED LOTS WOULD BE SOLD FOR? YES SUBMIT REGULAR PERFORMANCE REPORTS TO MR VILLELLI? TALKED PROBABLY 3 TIMES A WEEK; CAN'T REMEMBER WHAT SUBMITTED KEEP HIM CURRENT ON HOW CLOSE TO \$80 MILLION? YES HOW CLOSE? \$45 MILLION IN ACTUAL SALES; FOUNDER PROGRAM TO START WITH SOLD LOTS FOR LESS; TALLY \$60 MILLION DOLLAR RANGE PERCENTAGE SOLD? 126 LOTS OF PLUS OR MINUTES 500; 20 PERCENT MARINA SLIPS? NONE SOLD BEACH CLUB? NO GOLF MEMBERSHIPS? FIGURE INCLUDED

		NORTH IDAHO RESORTS WAS GET TO GET PRICING ON THAT? FACTORED INTO \$80 MILLION
	J	COME BACK AT 11:30
1119		OFF
1132	J	WHO CALL NEXT
	JM	CALL VICKI K MUNDLIN
	SWORN	WITNESS
	JM	DIRECT ABOUT THE APPRAISAL AND VALUE PROVIDED; DEFENSE WILLING TO STIPULATE TO FMV AS SHOWN IN EXHIBITS 7 AND 7A HAS A FEW QUESTIONS FOR APPRAISER MY ONLY QUESTIONS WOULD HAVE BEEN PASS TO MS WEEKS
	J	STIPULATING TO ADMISSION OF 7 AND 7A
	SW	YES
	J	7 AND 7A WILL BE ADMITTED
	SW	CROSS
	VM	TESTIFIES BEACH CLUB OWNERS? DON'T KNOW SO NOT IN APPRAISAL SEWER SYSTEM? RESPONDS PERMIT HELD BY BP INC? NOT SURE CONSIDERED IN FORECLOSURE NOT SEWER COMPANY? ON SITE SEPTIC NOT CONDITIONAL OWNED BY BP INC ALSO, SEWAGE, ON SITE WATER ...? NOT SURE IF DOESN'T GO WITH PROPERTY AFFECT VALUE? NO, HIGHEST AND BEST USE APPRAISAL; 91 SPACES RV
1137	SW	NOTHING FURTHER
	JM	COUNSEL HAS STIPULATED TO VALUE \$2.475 MILLION FMV STIPULATED TO
	SW	IT IS
	J	ANY FURTHER QUESTIONS EXCUSES WITNESS FROM THE STAND ANOTHER WITNESS
	JM	PREFERENCE BREAK FOR LUNCH
1138	J	BACK AT ONE O'CLOCK
1138		OFF
101	JM	CALL RICK LYNSKEY
	SWORN	WITNESS
	JM	DIRECT
	RL	RICK LYNSKEY SENIOR TITLE OFFICER FIRST AMERICAN TITLE CO 13 YEARS WITH FATCO ELABORATES ON JOB HISTORY 5 YEARS SENIOR TITLE OFFICER SUMMARY OF EDUCATION – 33 YEARS OJT; COUPLE CLASSES; NUMEROUS SEMINARS; TRAINING WHAT TITLE OFFICER DOES? SEARCH AND EXAMINE RECORDED DOCUMENTS PROVIDED BY COURTHOUSE; PUT THOSE IN CONTEXT OF A NUMBER OF PRODUCTS – GUARANTEES; POLICIES; DETERMINE STATUS OF PARCEL OF PROPERTY; OWNERS PRODUCT, SELLING? CORRECT COMMITMENT, TITLE COMMITMENT? CONTRACT BETWEEN COMPANY AND PROVIDE STATUS AND CONDITION OF TITLE, EXAMINE THOSE DOCUMENTS WE TALKED ABOUT, PUT IN AS EXCEPTIONS, SO PROPOSED INSURED HAS IDEA OF ... LIENS, EASEMENTS, JUDGMENTS LAYMAN TERMS, COMMITMENT SAYS TO POTENTIAL BUYER WHAT WE'RE WILLING TO COMMIT TO INSURE? WITH EXCEPTIONS AND REQUIREMENTS TO ISSUE ONCE SALE/LOAN CONSUMMATED; SUBJECT TO REQUIREMENTS

		AS TITLE OFFICER TASKED LATE SUMMER 2007 WITH PREPARING COMMITMENT FOR FIRST NATIONAL BANK ON WHAT WE REFER TO AS TRESTLE CREEK PROPERTY? YES KNOW PROPERTY? I DO SEVERAL TRANSACTIONS? CORRECT WHEN COMMITMENT ISSUED TO BANK? LATE 2007, AUGUST I WANT TO SAY EVENTUALLY ISSUE POLICY? WE DID WHEN? UPON RECORDATION OF DEED OF TRUST, MARCH 2008
	JM	PL 8 – EXHIBIT NUMBER 8
108	RL	RECOGNIZE? I DO IDENTIFIES YOU AS TITLE OFFICER? POLICY DOES NOT, NO WERE YOU INVOLVED? YES I WAS WHAT IS PURPOSE OF TITLE POLICY? ENSURES ESTATE/INTEREST BEING CREATED FROM TRANSACTION; DEED SECURE; LOAN POLICY RECORDING DEED OF TRUST MORTGAGE? SAME THING WHAT'S AN EXCEPTION? RIDER INTEREST RECORDED IN COUNTY DOCUMENTS, SUCH AS EASEMENT, COULD BE LEASE, LIEN ITEM, THAT WE RELY UPON EFFECTS PROPERTY WE'RE DEALING WITH; GIVES NOTICE TO CUSTOMER SCHEDULE B TO POLICY: PART 1 OF EXCEPTIONS, WHAT INFORMS BUYER OF POLICY? EXCEPTIONS ARE ITEMS WE DID NOT REFLECT, NOT SHOWN BY PUBLIC RECORD; DO NOT INSURE NON-RECORDED ITEMS; PROPERTY TAXES, TAXES NOT YET DUE; ASSESSMENTS OF SEWER DISTRICT; ITEMS 13 TO 25 VARIOUS EASEMENTS, RIGHTS RECORDED; VARIOUS RIGHTS FOR COMMON EASEMENTS; LIEN ITEMS, FOLLOWED BY UNRECORDED ITEMS RELATIVE TO RAILROAD AND WATER RIGHTS BY LOOKING AT EXCEPTIONS REPORTED TO THE BANK YOU WOULD NOT INSURE AGAINST ITEM 26, ITEM 27, ITEM 28? SUBJECT TO THOSE ITEMS SUBJECT MEANS? OUR PRIOR LIENS TO DOCUMENT WE INSURED BY LOOKING AT MORTGAGES RECORDED HERE, JV LLC FIRST, RE LOAN 2 ND ? YES TO BOTH INDICATED TO BANK IN 3 RD POSITION AT TIME OF TRANSACTION? YES YOU DID WORK TO FIND THESE EXCEPTIONS? I DID ALL LEG WORK, ANALYSIS? YES MEMORANDUM OF SALE RECORDED BY NORTH IDAHO RESORTS? I DID WHY NOT ON POLICY? BECAUSE IT WAS RELEASED PRIOR TO COMMITMENT OR POLICY
	JM	EXHIBIT 4
	RL	DOCUMENT REFERRING TO TERMINATED? RELEASED AS OF THE PROPERTY PROPERTY DESCRIBED IN EXHIBIT 4, TRESTLE CREEK LEGAL SHOW UP? PARAGRAPHS ... - LAST FEW PAGES OF DOCUMENT BASED UPON YOU FINDING THIS IN PUBLIC RECORD, YOU DIDN'T REPORT IT ON LOAN POLICY? CORRECT
	JM	MOVE TO ADMIT EXHIBIT 8, LOAN POLICY
	SW	NO OBJECTION
	J	EXHIBIT 8 WILL BE ADMITTED
	JM	RESUMES
	RL	EXHIBIT 2 – ALREADY ADMITTED ... MEMORANDUM OF SALE THAT'S ALL, NEVER FOUND? JUST RECORDED DOCUMENT
	JM	EXHIBIT 9
118	RL	FIRST AMERICAN GUARANTEE, WHAT IS? THIS DOCUMENT LITIGATION GUARANTEE THAT IS USED TO FACILITATE FILING OF ACTION ... TO REFLECT ITEMS RECORDED SUCH AS EXCEPTIONS NOTED ON POLICY; HELP IN ISSUING NOTING PARTIES TO BE NAMED IN ACTION NOT A POLICY? NO

		YOUR NAME ON IT, TITLE OFFICER WHO HANDLED AND ISSUED THIS? YES ROMAN NUMERAL 2 ON THIS DOCUMENT/GUARANTEE, PAGE 5 OF LITIGATION GUARANTEE, PART 2, EXPLAIN WHAT IS REPORTED IN PARAGRAPHS? RECORDED LIEN ITEMS, PARAGRAPH 23 MORTGAGE ... ITEMS REPORTED; INDIVIDUALS NOT ON RECORD WHEN POLICY ISSUED PARAGRAPH 29 NOW REPORTING MEMORANDUM OF ...? PARTIAL TERMINATION HAD BEEN RE-RECORDED TO INCLUDE TRESTLE CREEK
	JM	EXHIBIT 5
	RL	WHAT REFERRING TO, ANOTHER DOCUMENT RECORDED? CORRECT CAUSED ISSUE IF REMOVAL OF TRESTLE CREEK PROPERTY? NOT SURE ISSUE, NO LONGER CONTAINED THE 4 AREAS OF THE GOLF COURSE, MOOSE MT, TRESTLE CREEK; NOW JUST CONTAINS NO PARTICIPATION IN RECORDATION OF EITHER PARTIAL TERMINATION? DID NOT LOOKING AT RECORD DATE OF LITIGATION GUARANTEE? DECEMBER 2010 WHEN YOU LOOK AT PUBLIC RECORD INTERPRET OR SIMPLY REPORT IT? EXAMINE RIGHTS/INTERESTS CREATED BY DOCUMENT RECORDED; DO NOT INTERPRET THEM EXPLAIN WHY LITIGATION GUARANTEE MUST REPORT THE MEMORANDUM OF SALE AT THIS JUNCTION
125	SW	OBJECTION ASKED AND ANSWERED
	J	NOT IN THAT FORM, OVERRULED
	RL	UPDATED FROM TITLE POLICY; SINCE RE-RECORDED TO INCLUDE THE PROPERTY AS A PART REINSTATE AS TO PROPERTY INTEREST PROVIDING GUARANTEE NOT OFFERING OPINION? NOT AT ALL REFLECTION OF PUBLIC RECORD? SOLELY FOR PURPOSE OF FILING ACTION
	JM	PASS THE WITNESS
	SW	CROSS
126	RL	SUBPOENA FROM BOTH OF US? YES ASKED YOU TO BRING DOCUMENTS? YES ONE DOCUMENT
	SW	EXHIBIT VVV
	RL	ORDER SUMMARY SHEET HOW POLICY INITIATED? IN PART, THIS IS ONE WAY PURSUANT TO EMAIL OR TELEPHONE CALL HOW DID THAT ORDER COME IN? EMAIL FROM? CHUCK REEVES HE ORDERED LENDER'S TITLE INSURANCE? NO WHAT DOES IT SAY ON THIS SHEET? IF HE DIDN'T ORDER IT WHY DOES IT SAY HE DID? ASKED FOR UPDATED TITLE REPORT UPDATE FROM? PREVIOUS EXISTING TITLE POLICIES/REPORTS; BUT IN THIS CASE CUSTOMERS DON'T KNOW OUR TECHNICAL JARGON AND WILL SAY SO I FACILITATED WHAT OTHER TITLE WORK FOR MR REEVES? ANOTHER LOAN POLICY; OTHER COMMITMENTS TITLE POLICIES ON LOT SALES? YES I DID OTHER LENDERS POLICIES? YES WHO ELSE DO POLICY FOR? RE LOANS, BUT NOT ORIGINAL LOAN, REFINANCE WASN'T RE LOAN AFTER PACIFIC CAPITAL LENDER, COMMUNICATION WITH NIRAI MAHARAJ
131	RL	ORDERED SEPTEMBER 2007? THOUGHT ... BUT SAYS SEPTEMBER WHY RECEIVED IN SEPTEMBER BUT POLICY IN AUGUST? CAN'T ANSWER ANTICIPATION OF LOANS DOES SETTLEMENT MEAN POLICY ISSUED? PROJECTED DATE WHY INDICATED SETTLE IN SEPTEMBER BUT POLICY NOT UNTIL MARCH

		2008? NO I CAN'T NO RECALL OF DELAY? NO CONVERSATIONS WITH NIRAI? ONLY KIND OF POLICY, AMOUNT OF POLICY, PROPERTY TO BE TAKEN AS COLLATERAL \$5,000,000? YES REFINANCE? YES TELL YOU WHAT REFINANCE? NO WHAT REVIEW BEFORE TESTIFYING TODAY? NAMES DOCUMENTS FINAL POLICY? YES
	SW	EXHIBIT RRR
135	SW	FIRST PAGE IS FILE FOLDER COVER, DOCUMENTS FROM LENDER, GO TO PAGE 14
	RL	GOT THAT TITLE COMMITMENT? CORRECT ISSUED WHEN? AUGUST 29 TH YOU PREPARED? CORRECT ANYONE HELP YOU WITH IT? NO, NOTE THIS IS 2 ND COMMITMENT WHAT HAPPENED TO FIRST COMMITMENT? DON'T KNOW, ELECTRONIC STORAGE CAN TELL THIS IS AMENDED, HOW KNOW? SAYS SECOND COMMITMENT ON PAGE 16 KNOW WHAT DIFFERENT? NOT OFF ON HAND; 3 RD OR 4 TH ON THIS? BELIEVE YES, 3 RD COMMITMENT WHAT CHANGED? IN ANTICIPATION OF POLICY UPDATE KNOW WHAT WAS CHANGED? NOT WITHOUT REVIEWING DID NOT DO BEFORE TESTIMONY TODAY? NO, DIDN'T HAVE FIRST OR ORIGINAL PAGE 22, EXCEPTION NUMBER 20, COMPLETE COMMITMENT? NO PAGES MISSING? IT DOES WOULD NOT HAVE SENT OUT IN THIS FORM? NO SOMEONE WROTE OK ON 21 AND 22, YOUR HANDWRITING? NO DON'T KNOW WHAT HAPPENED TO EXCEPTIONS? NO WOULD HAVE BEEN MORE? YES PAGE 2, TITLE POLICY? THAT IS OUR POLICY NO PAGE 8, KNOW WHAT HAPPENED TO IT? NO I DO NOT NOT REMOVED WHEN YOU SENT IT? NO PAGE 8 HAD MORTGAGE INFORMATION? YES AS WELL AS ANY OTHER EASEMENTS, BUT YEAH
141	SW	EXHIBIT AAA, 3 RD AMENDED AGREEMENT SEEN BEFORE TODAY
142	RL	SEEN THAT DOCUMENT BEFORE TODAY? NO I HAVEN'T WHEN DID FIRST TITLE COMMITMENT, 2 ND OR 3 RD AMENDED, ASK FOR COPY? NO I DID NOT TO UNDERSTAND, PULL DOCUMENTS? RECORDED DOCUMENTS, YES UNRECORDED DOCUMENTS REFERENCED? NO PURCHASE AND SALE AGREEMENT UNRECORDED? IT IS REFERENCED IN DOCUMENT? IT IS NOT UNCOMMON? FEW TIMES I'VE SEEN RECORDED, POSSIBLE THIS COULD HAVE BEEN HAVE SEEN DOCUMENTS THAT ARE NOT RECORDED? NO
	SW	TRUE YOU'VE SEEN DOCUMENTS THAT REFERENCE UNRECORDED
	RL	YES MEMORANDUM ? YES PARTIAL TERMINATION OF AGREEMENT, EXHIBIT EEE, RECORDED MARCH 15, 2007, CORRECT? THAT'S CORRECT DOES NOT CONTAIN WORD SUBORDINATION
	JM	OBJECTION DOCUMENT SPEAKS FOR ITSELF
	J	IT DOES

	SW	CONSIDER IT SUBORDINATION DOCUMENT
	RL	NOT AT ALL CONSIDER IT A RELEASE? RELEASES PROPERTY SAYS ANYTHING ABOUT RELEASE? NO PARTIAL TERMINATION? CORRECT TRUE, SAYS PARTIAL TERMINATION? CORRECT DOESN'T SAY WHAT CLAUSES TERMINATION? NO EXHIBIT A ATTACHED; TWO EXHIBITS AA
	RL	EXHIBIT A TERMINATED SAYS PARTIAL TERMINATED, CORRECT? YES DOESN'T SAY WHAT? YES IT DOES WHERE AND WHAT? PROPERTY ... READS FROM DOCUMENT PURCHASE AND SALE AGREEMENT TO PROVIDE SEWER, WOULD BE PARTIAL TERMINATION? COULD HAVE BEEN DON'T KNOW WHAT CLAUSE? NO I DON'T 2 ND EXHIBIT A WOULD BE TOTAL TERMINATION UNDER YOUR PURVIEW? NO EXAMPLE RELEASE INTEREST BY PARTIAL RE-CONVEYANCE YOU INTERPRETED THIS AS RE-CONVEYANCE? DIDN'T INTERPRET SO EXHIBIT A – THERE'S NOTHING LEFT TO EXHIBIT A? CORRECT INQUIRE WHY TWO EXHIBIT A? JUST HOW IDENTIFIES RECORDED DOCUMENTS
149	RL	DIDN'T SPEAK TO ANYONE ABOUT PURCHASE AND SALE AGREEMENT? NO OTHER DOCUMENTS, CHAIN OF TITLE AT THAT TIME, EXHIBIT 6 SUBORDINATION AGREEMENT? UHHUH LOOK AT THAT DOCUMENT? I BELIEVE I DID FILED ONE SEQUENCE BEHIND TERMINATION? CORRECT SUBORDINATING TO RE LOANS? MAYBE, READ CLOSER
151	RL	SUBORDINATION OF PROPERTIES? YES IT IS RECORDED AFTER PARTIAL TERMINATION, CORRECT? IT IS NO REASON TO FILE SUBORDINATION IF PARTIAL
	JM	OBJECTION CALLS FOR SPECULATION
	J	SUSTAINED
	SW	REPHRASES
	JM	SPECULATION
	J	WHAT USUALLY SEES, CAN'T TESTIFY TO LEGAL CONSEQUENCE
	SW	UNUSUAL TO SEE SUBORDINATION
	RL	WOULD BE UNUSUAL PICK UP ON THAT WHEN CHAINING THE TITLE? WHICH TITLE POLICY FOR LOAN FOR BANK? I'M SORRY PICK UPON SUBORDINATION AGREEMENT WOULD BE IN CHAIN OF TITLE WHEN CHAINING TITLE FOR COMMITMENT? YES IT WOULD HAVE BEEN UNCOMMON
	JM	OBJECTION MISSTATES
	J	ANSWERED BEFORE
154	SW	EXHIBIT TTT SEEN BEFORE?
	RL	YES WHEN CHAINING TITLE? I DID ANOTHER PARTIAL? IT IS UNUSUAL PARTIAL TERMINATION BELIEVE HAD BEEN ENTIRELY TERMINATED? DON'T LOOK
	JM	OBJECTION – INTERPRETATION
	J	ARGUMENTATIVE, SUSTAIN
	SW	DID NOT EXCITE YOUR INTEREST
	RL	FILED BEFORE COMMITMENT MAY 8, 2007? CORRECT

		PARTIAL TERMINATION MARCH 15 AND ANOTHER MAY 2007? CORRECT INCONSISTENT WITH EACH OTHER? I'M SORRY DON'T UNDERSTAND PARTIAL RECORDED MAY 8, 2007 COVERING PARTY YOU HAD ALREADY INTERPRETED AS TERMINATED MARCH 15, 2007, EXHIBIT EEE? LEGAL DESCRIPTIONS DIFFERENT; MAY BE PART OF ORIGINAL DESCRIPTION, NOT TRESTLE CREEK INCONSISTENT REAL PROPERTY
	SW	EXHIBIT FFF – AMENDED AFTER HAD BEEN TERMINATED
	JM	OBJECTION MISSTATES HIS TESTIMONY
	J	?
	JM	DIDN'T TESTIFY TERMINATED
	SW	LET ME RE ASK IT; TERMINATE SALE AGREEMENT TO LISTED PROPERTY
	RL	YES
	SW	FFF FIRST AMENDMENT TO SALE AGREEMENT
	RL	YES
	SW	COMMON TO AMEND SOMETHING YOU BELIEVED TO BE ALREADY TERMINATED?
	RL	I REMEMBER SEEING THIS DOCUMENT, EXHIBIT A DOESN'T PERTAIN TO TRESTLE CREEK PROPERTY DIDN'T CONSIDER NOT SPECIFIC TO TRESTLE CREEK? YES JUST REPORT WHAT'S IN THE RECORD? CORRECT NOT VIEW OF PURCHASER? NO SOMETHING THAT AS A BUYER OR LENDER TO BE ALARMED MIGHT NOT ALARM YOU? THAT'S CORRECT DOCUMENTS RECORDED WERE NOT CONSISTENT WITH VIEW TERMINATED IN MARCH 2007? HEAR THAT AGAIN DOCUMENTS AFTER MARCH 15, 2007 NOT CONSISTENT WITH VIEW
	JM	OBJECTION
200	J	SUSTAINED PARTIAL TERMINATION
	SW	REPHRASE
	RL	CAN'T ANSWER CONSISTENT OR NOT; LOOKED FOR RECORDED DON'T LOOK FOR CONSISTENCY? NO BANK NOT IN FIRST POSITION? CORRECT 3 RD POSITION? THIRD POSITION FATCO TITLE RECORDED, EXHIBIT 1, COURTESY FILING? MORTGAGE WE INSURED, LOAN POLICY FIRST NATIONAL BANK RECORD AS ACCOMMODATION OR PREPARE IT? NEITHER; PART OF CLOSING WHAT ELSE PART OF CLOSING? MY JOB LIMITED TO TITLE EXAMINATION ESCROW DEPARTMENT DO THE CLOSING? DON'T RECALL, ACTUALLY NO HOW COME TO RECORD? OFTEN TIMES ASKED TO RECORD DOCUMENTS WHO WERE ATTORNEYS? I DON'T RECALL OFF HAND WILLIAM STERLING ATTORNEY FOR POB, DON'T RECALL OFF HAND; ANOTHER ATTORNEY FOR BANK, DON'T RECALL HIS NAME BANK'S ATTORNEY GIVE YOU CLOSING INSTRUCTIONS? OTHER THAN RECORD DEED AND ISSUE POLICY ASKED TO SEE UNDERLYING TITLE DOCUMENTS? DON'T RECALL BUT NOT UNCOMMON BANK ASK? NO, THEY TYPICALLY DON'T
204	SW	NOTHING FURTHER
	JM	NO ADDITIONAL QUESTIONS
	J	WHEN DO COMMITMENTS, WANT TO BE ACCURATE, DON'T WANT TO BE SUED
	RL	CORRECTED
	J	PARTIAL TERMINATION, TWO EXHIBIT A LANGUAGE OF PARTIAL TERMINATION ... CITES ... CAPITAL LETTERS AND QUOTES, MAKE A DIFFERENCE WHILE DOING

		SEARCH?
	RL	DON'T BELIEVE IT WOULD; WOULD MEAN I WOULD HAVE TO INTERPRET THE DOCUMENT
	J	IF COURTHOUSE EXHIBIT ALL SMALL A S
	RL	HAVE TO THINK ABOUT
	J	ONLY TRESTLE CREEK
	RL	YES
	JM	RE-DIRECT SEEN WHERE EXHIBIT A ON ONE OR MORE PAGES
	RL	DON'T KNOW IF I RECALL SEEING MORE THAN ONE EXHIBIT A RELEASING DOCUMENT
	JM	QUESTION SEEN RECORDED DOCUMENT THAT HAS EXHIBIT A ON EVERY PAGE
	RL	MIGHT HAVE, DON'T RECALL
	SW	NO QUESTIONS
207		OFF
226	JM	GOING TO NOT CALL ADDITIONAL WITNESSES RESERVE MY RIGHT TO CALL WITNESSES ON LIST OF DEFENSE COUNSEL THAT SHE DOESN'T CALL RIGHT REBUTTAL
	J	TIME FRAME, FINISH TOMORROW
	SW	CALL
	TB	TERRILYN BARON VICE PRESIDENT UNION BANK; ACQUIRED SANTA BARBARA 2012 SINCE THEN CONTRACT PACIFIC CAPITAL TO MARCH 2010 KNEW ATTORNEY INVOLVED? YES DOCUMENTS IDENTIFY ANY ATTORNEY? MISUNDERSTOOD QUESTION, NO ATTORNEY MR LYNKYS TESTIMONY FIRST HEARD OF ATTORNEY? YES ACQUISITION OF BANK, UNION CAL ACQUIRED AND MERGED TWO BANKS – SANTA BARBARA AND PACIFIC CAPITAL NOW WORK FOR UNION BANK, AT TIME SEPARATE ENTITIES? YES FILES TRANSFERRED TO UNION FROM PACIFIC CAPITAL? YES LOAN FILE YOU PROVIDED COMPLETE FILE? I DON'T KNOW BEFORE YOU HANDLED THIS FILE, SOMEONE ELSE HANDLED? YES PERSON ILL, THEN TO YOU? YES FIRST TIME LOOKED AT? WHEN KIM WENT ON SICK LEAVE, LAST YEAR YOU HAVE NO PERSONAL KNOWLEDGE OF TRANSACTIONS FOR FACILITY ONE AND FACILITY TWO? CORRECT YOUR KNOWLEDGE LIMITED TO WHAT'S IN THE FILE? CORRECT EXHIBIT III – CREDIT AUTHORIZATION REPORT – BANK OFFICER NARAI MAHARAJ AUTHORIZED, ONLY KNOWLEDGE? YES TWO FACILITIES FOR LOAN COMMON? NO, NOT UNCOMMON PAGE 1 OF 67, PURPOSES, LAST SENTENCE, PAYBACK CARRY BACK LOAN? SEE THAT KNOW IF THAT CAME ABOUT? DO NOT BELIEVE SO ANYTHING IN FILE INDICATES \$2 MILLION PAID TO SELLER CARRYBACK? COPY OF WIRE TRANSFER DID NOT APPEAR TO DEDUCT \$2 MILLION UNCOMMON TO HAVE LOANS PAYOFFS TO BORROWER RATHER THAN RELEASE OF LIEN AT TIME PAID? THAT WOULD DEPEND ON WHETHER LIEN, WHAT PRIORITY FIRST PRIORITY UNCOMMON TO REQUIRE PROOF OF PAYOFF? UNCOMMON IF OBTAINING DEED OF TRUST UNCOMMON TO REQUIRE PROOF? COMMON FOR US TO REQUIRE THAT BUT THIS WASN'T A MORTGAGE LATER CONVERTED TO A MORTGAGE? YES

		FIRST POSITION MORTGAGE? CAN'T SPEAK TO THAT GOING TO BE A FIRST DEED OF TRUST, INTENTION? YES FACILITY TWO INDICATES FIRST POSITION ... ? CORRECT REQUIRE SELLER CARRYBACK TO BE PAID OFF, CORRECT? THAT WOULD ONLY BE REQUIRED IF ACTUAL RECORDED MORTGAGE KNOW IF THERE WAS MORTGAGE OR ... FILED? THERE WAS NONE I KNEW DOESN'T SAY ONE WAY OR THE OTHER? NO IT DOESN'T
235	TB	PAGE 33 OF CREDIT AUTHORIZATION, LIABILITIES, 3 RD PARAGRAPH, INDICATES 9.1 MILLION PAYABLE TO RE LOANS AND 3.XX TO CARRYBACK KNOW HOW? NO I DON'T TWO MILLION PAID OFF USING LOAN, LEAVE A MILLION OUTSTANDING? THIS SAYS ASSUMED FINANCING IF \$2 MILLION PAID ... LEAVE A MILLION? THAT WOULD BE CORRECT BASED ON THIS PAGE 10 OF 67 OF CREDIT REPORT, JV LLC IN AMOUNT OF 2 ½ MILLION – UNDER SALES HISTORY? REPEAT THE QUESTION
238	TB	WRONG REFERENCE NUMBER, LET ME DOUBLE CHECK WITHDRAW THAT FIND ANYWHERE IN DOCUMENTS SHOWS NORTH IDAHO RESORTS OWED ANOTHER HALF MILLION BY 2008? NO FIND ANYWHERE IN DOCUMENTS PURCHASE AND SALE AGREEMENT FROM ORIGINAL PURCHASE OF THIS PROPERTY FROM SELLER? NO FIND IN DOCUMENTS INDICATED THERE WERE RELEASE PRICES FOR LOTS AS PROPERTY DEVELOPED? YES PAGE 10 OF 67 WHERE DISCUSSES AT PRESET PRICES? YES BANK AWARE OF PURCHASE AND SELL AGREEMENT HAD CONTINUING AND ON-GOING OBLIGATION AT TIME MADE FACILITY ONE? BASED ON THIS INFORMATION KNEW PURCHASE AND SELL AGREEMENT KNEW CONTINUING OBLIGATION TO PAY? YES BASED ON THIS ALSO HAD A COPY OF THE BORROWER'S OPERATING AGREEMENT, EXHIBIT MMM? YES
240	TB	BANK WOULD HAVE REVIEWED THOSE DOCUMENTS AS PART OF LOAN PROCESSES? YES ON MMM PAGE 20, HAND NUMBERED AT BOTTOM, UNDER CAPITAL CONTRIBUTION DISCUSSES FINANCING AND CONTRIBUTION THRU FINANCING? YES INDICATES SELLER WILL RECEIVE \$5 MILLION DOWN? YES INDICATES PRINCIPALS OF POBD ASSUME TWO PROMISSORY NOTES, 2 ½ MILLION? YES ANOTHER ONE FOR 8 ½ MILLION? YES NUMBER 3, OBLIGATION PARTICIPATION PAYMENT? YES BANK KNEW SELLER WAS STILL OWED MONEY? NO, NOT ACCURATE, SAYS IF MEETS CERTAIN AMOUNTS OWED NOTHING WHERE SAYS THAT? OBLIGATION ... READS FROM DOCUMENT ... DOESN'T LIMIT IT, DOES IT? NO PAGE 10 OF III DIDN'T BANK ACKNOWLEDGE SELLER RIGHT TO ... ? YES FAIR TO SAY AT TIME LOAN MADE BANK AWARE SELLER HAD MONEY OWED TO IT?
	SW	LET ME WITHDRAW AND ASK IT THIS WAY BANK OFFICER AWARE OF PARTICIPATION PRICING
	TB	I CAN'T SPEAK FOR WHAT HE KNEW; BASED ON WHAT WE JUST REVIEWED APPEARS INFORMATION IN HERE KNOW BANK HAS CHANGED RELATIONSHIP MANAGER IS? SOMEONE WHO SOLICITS LOANS FOR BANK ACTIVELY GETTING LOANS FOR BANK? YES PAGE 67 CRITICAL POLICY EXCEPTIONS, TWO BULLET POINTS, FIRST ONE INDICATES SUBJECT LOCATED OUTSIDE FNB FOOTPRINT, MEANS? GENERALLY NOT MAKING LOANS IN IDAHO

		GOES ON TO STATE BANK HAS COMPETED HEAVILY FOR BORROWERS BUSINESS, MUTUALLY PROFITABLE TO CONTINUE RELATIONSHIP, EXCEPTION BECAUSE WANTS ENTITIES BUSINESS? CORRECT
	JM	EXHIBIT
	SW	EXHIBIT III PAGE 67 GOES ON TO SAY RELATIONSHIP MANAGER CONTINUES TO TRAVEL ...
	TB	HVC RELATIONSHIP? HIGH VALUE CLIENT NEXT BULLET POINT, EXCEEDS INTERNAL HOUSE LIMITS, EXCEPTIONS TO DO THIS LOAN TO BORROWERS? THAT WOULD BE MY UNDERSTANDING, YES OTHER THING, BASED ON YOUR REVIEW OF THIS INDICATES FACILITY TWO ON PAGE 67 CONVERT FACILITY ONE TO REAL ESTATE SECURED LOAN; WHAT MEAN ABOUT ADDITIONAL FUNDS? DOESN'T INDICATE ADDITIONAL FUNDS IF READING EXHIBIT NNN OCTOBER 29, 2007 FOR FACILITY ONE? YES BASED ON LOGOS ON TOP OF THAT, BANK PREPARED? THAT WOULD USUALLY BE THE CASE BANK PREPARES DOCUMENTS TYPICALLY HAVE LOGO ON THEM? PREVIOUSLY DID EXHIBIT OOO – FILE FOLDER, MISCELLANEOUS ITEMS IN BANK LOAN FILE? OK UNCOMMON TO HAVE MISCELLANEOUS FOLDER CONNECTED WITH LOAN? NO DOCUMENTS THAT DON'T FIT NORMAL/STANDARD CATEGORIES? SOMETIMES THAT'S THE CASE PAGES 8 AND 9 BANK ORDERED ON FACILITY TWO? YES PAGE 3 APPEAR BANK ORDERED THE FLOOD INSURANCE HANDWRITTEN PAGE 3? QUESTIONING WHETHER WE HAVE ANYTHING ABOUT FLOOD INSURANCE WOULD BANK FOLLOW UP TYPICALLY? YES DID BANK GET FLOOD INSURANCE, EXHIBIT KKK INSURANCE BANK ACQUIRED? YES ORDERED APPRAISAL? YES EXHIBIT NNN, FACILITY ONE LOAN, DUE JANUARY 29, 2008? YES WAS FACILITY TWO TO REPLACE FACILITY ONE UPON IT'S EXPIRATION? YES FEB 27, 2008 DID BANK REFLECT POBD DOWNGRADED AND INCREASED CREDIT RISK WITH IT, DIRECT YOU TO PPP PAGE 6?
253	JM	DON'T SEE WHERE HEADING
	SW	TIME LAPSE TRYING TO DETERMINE CREDIT USES OR TITLE ISSUES
	J	SOMETHING TITLE ISSUES
	J	OBJECTION OVERRULED
	SW	REASKS
	TB	CHANGE OF RISK RATING? YES DOWNGRADE – WITHDRAW; WHAT DOES THAT MEAN? DOWNGRADE OF THE LOAN TITLE POLICY FILE INCLUDE TITLE PAPERS? YES EXHIBIT RRR, PAPERS INCLUDED? YES COMPLETE TITLE FILE, KNOW WHAT HAPPENED TO ORIGINAL AND 3 RD TITLE COMMITMENTS? NO WHY PAGES PULLED? DO NOT KNOW ANYTHING IN TITLE FILE TELLS YOU WHY FACILITY TWO NOT WRITTEN IN JANUARY? NO THERE'S NOTHING ANYTHING YOU'VE DISCOVERED EXPLAINS WHY NOT DONE UNTIL MARCH? NO ANYTHING EXPLAINS WHY ALLOWS BANK ALLOWED MORTGAGE TO BE RECORDED PUTTING BANK IN 3 RD POSITION? NOTHING IN FILE

256	TB	KNOW ANY CONVERSATIONS HAD WITH TITLE COMPANY? NO CHUCK REEVES? NO NORTH IDAHO RESORTS? I DON'T KNOW TITLE REPORTS PULLED AND SENT TO ATTORNEY
	JM	OBJECTION
	J	SUSTAINED
	TB	ANYTHING TO SUGGEST? NO TAKEN BY MR MAHARAJ? I HAVE NO INFORMATION ABOUT THAT KNOW WHY LAPSE IN TIME AUGUST AND MARCH? WHY LAPSE OF TIME BETWEEN FIRST MORTGAGE, EXHIBIT 1 MARCH 2008 AND SUBORDINATION AGREEMENT JV LLC IN AUGUST 2008? NO, I DON'T KNOW YOUR FILE DOES NOT CONTAIN EXHIBIT UUU, COME ACROSS SUBORDINATION AGREEMENT FROM TRESTLE CREEK? IN MY FILE, SAW COPY OF SUBORDINATION AGREEMENT SUPPLIED BY TITLE COMPANY? THE FORM THE AGREEMENT ITSELF; IN YOUR FILE LABELED TITLE INSURANCE, KNOW IF PROVIDED BY TITLE COMPANY? I DON'T KNOW DOES BANK TYPICALLY UTILIZE BORROWER'S ATTORNEY TO OBTAIN SUBORDINATION ON LOAN? OCCASIONALLY OUT OF ORDINARY? NO, NOT REALLY YOUR BANK FINDS IT TO BE A PRUDENT LENDERS POSITION TO SECURE REPEAT YOUR BANK'S POSITION ... ? NO TYPICALLY DOES BANK SECURE IT'S OWN POSITION? NO EXPLAIN ANYTHING WHY BANK HAD WILLIAM STERLING
	JM	OBJECTION MISSTATES EVIDENCE
300	J	SUSTAINED
	SW	KNOW WHY
	TB	NO
	SW	BY STIPULATION
	J	SSS WILL BE SEALED AFTER TRIAL
	SW	RESUMES
	TB	DON'T KNOW TITLE CLAIM AGAINST FIRST AMERICAN? BELIEVE SO
	JM	CROSS
	TB	GAP IN TIME BETWEEN MATURITY DATE JANUARY 29, 2008 AND RENEWAL MARCH 2008, UNUSUAL FOR BANK TO GO BEYOND MATURITY DATE? NO, QUITE COMMON LAPSE OF TIME BETWEEN RECORDING OF MORTGAGE AND OBTAINING SUBORDINATION AGREEMENTS, THAT IS UNUSUAL? YES ANY EXPLANATION YOU CAN COME UP WITH WHY? NO SUBORDINATION AGREEMENTS WERE OBTAINED? YES AFTER THAT BANK PLACED IN? FIRST PLACE ON TRESTLE CREEK PROPERTY FIRST THING ANY BANK OFFICER COLLATERAL? ORDER TITLE NO MATTER WHAT BORROWER HAS TOLD BANK, GOING TO RELY ON BORROWER OR TITLE POLICY? TITLE POLICY WHEN GOT POLICY GIVING
305	SW	OBJECTION – FOUNDATION
	J	THIS WITNESSES WASN'T THERE AT THAT TIME
	JM	BACK TO III 67 PAGE DOCUMENT FROM BANK'S FILE WORDS SELLER CARRY BACK, WHEN YOU SEE THE WORD SELLER CARRYBACK AND YOU'VE GOT TITLE POLICE, EXPECT TO SHOW UP
	SW	OBJECT TO FORM, CALLS FOR SPECULATION
	J	PART OF HER JOB
	TB	WHEN THE IF SELLER CARRY BACK OBLIGATION, EXPECT TO SEE ON LOAN

		<p>POLICY? YES</p> <p>LOAN POLICY ISSUED EXHIBIT 8, SELLER CARRY BACK NOTE SHOW UP ON THAT? NO</p> <p>ANYTHING IN BANK'S FILES THAT WE'RE TALKING ABOUT HERE, THAT IDENTIFIES WHEN PARTICIPATION MONIES ARE GOING TO BE DUE? NO</p> <p>ANY LANGUAGE TALKS ABOUT A TIME FRAME FOR WHICH DEVELOPMENT PROJECT TO BE COMPLETED? NO</p> <p>ANYTHING IN THE 67 PAGE CREDIT AUTHORIZATION THAT IDENTIFIES WHO SELLER WAS? NO</p> <p>IN OPERATING AGREEMENT PUT IN FRONT OF YOU, POBD AGREEMENT, IS THERE ANYTHING IN THAT AGREEMENT TELLS YOU WHEN COMPLETED? NO</p> <p>ANYTHING IN AGREEMENT TELLS READER WHETHER THERE'S MONEY DUE AND OWING ON ANY OBLIGATION OF POBD TO SELLER? NO</p> <p>ANYTHING IN FILE/RECORDS REVIEWED THAT INFORMED YOU OF HOW MUCH MONEY HAD BEEN PAID AS COMPARED TO HOW MUCH MONEY DUE TO SELLER ON TRESTLE CREEK PROPERTY? NO</p> <p>ANYTHING IN DOCUMENTS INFORMED BANK PARTICIPATION MONIES OWED AT TIME BANK MADE LOAN? NO</p> <p>ANY DOCUMENTATION IN RECORDS THAT BANK HAD KNOWLEDGE POBD IN DEFAULT WITH SELLER? NO</p>
310	TB	<p>CLAIM AGAINST FATCO RESOLVED? NO</p> <p>TENDERED A DEFENSE? YES</p>
	JM	NO FURTHER QUESTIONS
	SW	<p>RE-DIRECT</p> <p>YOU DON'T KNOW WHAT CONVERSATIONS BORROWERS HAD WITH MR MAHARAJ? YES</p> <p>DON'T KNOW WHAT DISCUSSED ...? YES</p> <p>PAGE 11 OF CREDIT REPORT, PHASE ONE? YOU MEAN CREDIT AUTHORIZATION</p> <p>CREDIT AUTHORIZATION, EXHIBIT III; PROJECTIONS FOR PHASE ONE OF PROJECT? THEY HAVE A DESCRIPTION, YES</p> <p>WHAT LOTS DEVELOPED AND MARKET THEM? REFERS TO THE SALES THAT HAD HAPPENED, PROJECT STATUS</p> <p>UPCOMING MARKETING ON LABOR DAY? RIGHT</p> <p>FAIR TO SAY OTHER PLACES IN REPORT DISCUSS 256 UNITS? SAYS HOW MANY UNITS, YES</p> <p>PAGE 19 OF 67 DISCUSSES JUST PHASE 1 WITH PROJECTED SALES OF ...? LOOKING ON PAGE 19</p> <p>19 OF 67? YES, \$89 MILLION</p> <p>PAGE 20, 21, 22, 23, 24, 25, 26, 27, 28 ALL CONTINUE TO DISCUSS FINANCIAL ANALYSIS FOR PHASE 1? YES</p> <p>SOME FINANCIAL DATA ABOUT THIS WITHIN CREDIT AUTHORIZATION, CORRECT? YES</p> <p>NOTHING IN LOAN DOCUMENTS PROVIDED IN DISCOVERY THAT PROVIDED SHOWING SELLER CARRYBACK PAID? NO</p>
314	SW	NOTHING FURTHER
	JM	RE CROSS
	TB	NIRAJ MAHARAH
	SW	OBJECT - OUTSIDE SCOPE
	J	WHERE WE GOING
	JM	HAS NO INFORMATION ABOUT MAHARAJ POBD OR NORTH IDAHO RESORTS PERCEPTION SINCE THIS WITNESS HAS NO KNOWLEDGE IMPLIES SOME OTHER CONVERSATION
	J	DOESN'T IMPLY ANYTHING
	JM	WHERE GOING WITH THIS
	JM	PROVIDED INFORMATION ABOUT NARAI MAHARAJ
	J	IF NOT GOING TO COME AND TESTIFY NOT GOING TO DO ME ANY GOOD
316	J	BREAK UNTIL 3:30

	J	CAN START MR
	SW	HAVE HEARING TOMORROW WITH YOU AT 4
	J	THAT'S TOMORROW
317		OFF
333		ON
	J	MS WEEKS, INTEND TO CALL GARY FINNEY, CALL AT THIS TIME
	SWORN	WITNESS
	JM	NOTE HE'S NOT ON THE WITNESS LIST, NOT MINE OR COUNSELS
	SW	REBUTTAL TO MR REEVES AUTHENTICATING EXHIBIT UUU
	GF	GARY FINNEY FAMILIAR WITH FACTS? BELIEVE SO, YES IN PAST JV LLC IN CONNECTION WITH IDAHO CLUB? YES OCCASION TO CORRESPOND WITH WILLIAM STERLING? YES WHO IS MR STERLING? TALKED TO HIM GENERALLY EARLIER; IN THIS EXHIBIT IDENTIFIES HIMSELF AS WORKING WITH CHUCK REEVES PROVIDE YOU WITH SUBORDINATION AGREEMENT? YES INDICATION COMING FROM PACIFIC CAPITAL BANK OR DBA FIRST NATIONAL? KNEW ONLY WHAT WAS STATED IN UUU IS UUU A TRUE AND CORRECT COPY OF CORRESPONDENCE? YES
	SW	MOVE TO ADMIT INTO RELEVANCE
	JM	OBJECTION – RELEVANCE
337	J	EXHIBIT UUU WILL BE ADMITTED
	JM	NO
	SW	CALLS
	SWORN	WITNESS
	RV	RICHARD A VILLELLI FAMILIAR WITH IDAHO CLUB? YES HOW FAMILIAR? SOLD PROPERTY PURCHASED BY THE SUPPOSEDLY IDAHO CLUB 3 SEPARATE AREAS GENERALLY DESCRIBED IN THAT SALE? YES PURCHASE AND SALE AGREEMENT PREPARED IN CONJUNCTION? YES INITIALLY DEALING WITH MDG NEVADA? YES OVER PERIOD OF TIME NAMES CHANGED BUT PLAYERS REMAINED THE SAME? YES PONDERAY BONNER INVESTMENT? I BELIEVE SO THEN PONDERAY DEVELOPMENT HOLDING INC? YES THEN LLC? YES THREE DEEDS? YES WITNESS BOOK ONE DEED UNDER EXHIBIT 11, RECOGNIZE? I DO ONE DEED TRANSFERRED PROPERTIES? YES OTHER DEEDS FROM OTHER ENTITIES? YES ALL RELATED TO NORTH IDAHO RESORTS? YES HOW RELATED? NORTH IDAHO RESORTS LLC WAS FORMED WITH PROXIMATELY 6 OR 7 LIMITED PARTNERS; ALSO AMALGAMATION OF PEND OREILLE LIMITED AND VP INC AND IDAHO CORPORATION EXHIBIT 11 IS IN THE NAME OF PEND OREILLE LIMITED THEIR CONTRIBUTION? IT WAS PURCHASE AND SALE AGREEMENT COVER ALL 3 AREAS? IT DID PURCHASE AND SALE AGREEMENT, THREE AGREEMENTS OVER TIME? IF YOU'RE REFERRING TO ORIGINAL PURCHASE AND SALE AND AMENDMENT NUMBER 2 AND NUMBER 3, YES EXHIBIT 3 THE FINAL PURCHASE AND SALE AGREEMENT? IT WAS WHO DRAFTED? THAT AGREEMENT DRAFTED BY PURCHASER I WAS INFORMED CHUCK REEVES DRAFTED THE AGREEMENT TURNING TO EXHIBIT 2, MEMORANDUM RECORDED JUNE 19, 2006, PART OF THE 3 RD RESTATED PURCHASE AND SALE AGREEMENT? NOT A PART OF

		<p>AGREEMENT BUT CALLED FOR IN AGREEMENT TO BE PREPARED AND RECORDED</p> <p>EXHIBIT TO AGREEMENT? WAS SUPPOSED TO BE BUT NOT PREPARED UNTIL SOME TIME LATER</p> <p>WHO PREPARED? MR STERLING – ATTORNEY FOR ALL ENTITIES ON BUYERS SIDE</p> <p>3RD AGREEMENT, PRICE TERMS; FIRST TIME YOU HAD DEALT WITH? NO</p> <p>WHEN SIMILAR TERMS IN PAST? DEALT SIMILAR TERMS SHORTLY BEFORE THIS CONTRACT FINALIZED; THIS IS TYPICAL WAY THIS TYPE OF DEVELOPMENT IS HANDLED</p> <p>WHERE BEFORE? PARTNERSHIP RANCHO DURANGO LIMITED 1,350 IN DURANGO COLORADO</p> <p>DOWN PAYMENT WITH PARTICIPATION PAYMENT WITH LOTS SOLD? YES</p> <p>BULK SALE PROVISION? IS PUT IN SPECIFICALLY PROTECT THE SELLER, HOW IT DOES IN EVENT THE PURCHASER WHO IS ALSO DEVELOPER, DECIDED TO FLIP THE PROPERTY PROTECTS SELLER, NORTH IDAHO RESORTS LLC, NOT PROFITABLE FOR DEVELOPER TO DO THAT, PROFITABLE FOR SELLER</p> <p>WAS PROVISION INCLUDED? YES</p> <p>MR REEVES TESTIFIED REQUIRED APPRAISAL, CONTRACT INCLUDES SUCH PROVISION? BELIEVE IT DOES</p> <p>WHY FMV PROTECTION CLAUSE? SAME REASON BULK PROTECT SELLER IN EVENT DEVELOPER WERE TO DECIDE 126 LOTS IN THIS CASE, IF CHOSE TO SOLD FOR \$1 EACH PROTECTION RIGHT TO PROTEST SELL AND HAVE PROPERTIES APPRAISED AND USE FMV OF THOSE PROPERTIES; USE THOSE FOR DETERMINATION</p> <p>EXHIBIT 10 BUSINESS PLAN, SEEN BEFORE? YES</p> <p>WHO PROVIDED THAT? CHUCK REEVES</p> <p>PROVIDED TO YOU? HE DID</p> <p>COMPLETE COPY AS PROVIDED TO YOU? IT IS NOT</p> <p>WHAT IS MISSING? PRO FORMA, ACTUAL NUMBERS ON SPREAD SHEET, SALES, EXPENSES, TIME TABLE FOR PERFORMANCE</p> <p>RECALL TIME TABLE? I DO</p> <p>WHAT WAS IT? 10 YEARS</p> <p>TIME ENTERED INTO AGREEMENT CONTEMPLATED THEY WOULD MOVE FORWARD AND SELL OUT IN TEN YEARS? IT IS</p> <p>BULK SALE WHAT WOULD HAVE HAPPENED PROCEEDS TO NORTH IDAHO RESORTS? IF DID BULK SALE, 100 OR 300 ACRES, WHATEVER AMOUNTS, SPECIFIC DOLLAR AMOUNTS PER ACRE RELEASES TIED TO VARIOUS DIFFERENT PORTIONS OF PROPERTY</p> <p>AS TO TRESTLE CREEK, WHAT WOULD HAVE HAPPENED? HAD TO PAY \$10,600,000?? TO NORTH IDAHO RESORTS LLC</p> <p>SECURED BY SALE AGREEMENT? MEMORANDUM RECORDED NOTICE OF PURCHASE AND SALES AGREEMENT; NUMBERS IN THAT AGREEMENT NOTHING PROHIBITED THEM FROM BORROWING, AT ANY POINT MR REEVES COME AND TELL YOU HE WAS BORROWING? HE CAME TO ME AND SAID HE WAS GOING TO EXPAND UPON THE LOAN HE HAD SECURED FROM RE LOANS</p>
349	RV	<p>EXHIBIT 6? SUBORDINATION AGREEMENT</p> <p>MR REEVES ASK YOU TO SIGN IN RELATION TO EXPANDING RE LOAN? HE DID</p> <p>WHY ASK YOU TO SIGN? HE WAS ASKED TO PROVIDE SUBORDINATION BY BARNEY ? AS YOU'LL NOTE RE LOANS WOULD NOT MAKE LOAN UNLESS I SUBORDINATED NORTH IDAHO RESORTS' POSITION TO THAT LOAN HE PLANNED ON MAKING</p> <p>EVER TELL MR REEVES HE COULD BORROW WITHOUT NOTIFYING YOU OF THE BORROWING? NO I DID NOT, WHY MR REEVES CAME TO ME AND ASKED ME TO SUBORDINATE TO RE LOANS</p>

		<p>INDICATE IF DIDN'T SUBORDINATE UNABLE TO GET FINANCING? HE DID YOUR PARTICIPATION AMOUNTS IN PROJECTED SALES? PARTICIPATION ENTIRE DEVELOPMENT EXCLUDING ANY BULK SALES, JUST LOT SALES PRO FORMA, ADDITIONAL AMOUNT VARIED \$16 MILLION TO \$18 MILLION; REASON VARIED MR REEVES DID COUPLE DIFFERENT RENDITIONS OF PRO FORMA DOWN PAYMENT ASSUMPTION OF NOTE INDICATED IN THERE, WHO'S NOTE? THERE WERE SEVERAL NOTES</p> <p>FIRST ONE YOU RECALL? FIRST NOTE WOULD HAVE BEEN NOTE TO RE LOANS, MR HAYNE?</p> <p>HOW MUCH WAS THAT? BALANCE \$8 ½ MILLION DOLLARS</p> <p>PAGE 3 OF EXHIBIT 3, ACTUALLY PAGE 4? THESE PAGES NOT NUMBERED, \$8,515,000 CORRECT</p> <p>\$5,011,000 TO NIR COMES FROM? YES</p> <p>FROM TIME CONTRACT ENTERED INTO UNTO CLOSING? NIR PAID THAT TO RE LOANS</p> <p>EXHIBIT WWW</p>
354	RV	<p>THAT IS CORRECT, NOTE EXECUTED JUNE 13TH INTEREST EFFECTIVE JUNE 19TH</p> <p>NOTE PAID AT SOME POINT IN TIME? PAID IN FULL</p> <p>WHEN? APRIL 8, 2008</p> <p>ANOTHER NOTE REFERENCED ON THAT PAGE \$2,565,000 – BARRY NOTE? YES WAS AMALGAMATION OF NOTES OWED TO JV LLC; AT TIME ENTERED OWED VARIOUS NOTES TO JV LLC; AT TIME OF CLOSING BALANCE OWING DOWN PAYMENT PAID TO ESCROW? YES</p> <p>TOTAL CONSIDERATION FOR DOWN PAYMENT? TOTAL CONSIDERATION FOR ASSUMPTION OF LOANS PART OF DOWN PAYMENTS; BARRY LOANS AND RE LOANS, YES</p> <p>PARTIAL TERMINATION FOUND AT EXHIBIT 4 OF EXHIBITS? SEEN MORE TIMES THAN I WISH; MY SIGNATURE</p> <p>WHO DRAFTED? EITHER WILLIAM STERLING OR SANDPOINT TITLE</p> <p>HOW FIRST ENCOUNTERED? WHEN WENT TO SANDPOINT TITLE, CAME ABOUT FROM PHONE CALL FROM CHUCK REEVES, POINTED OUT TO ME SEVERAL LOTS DESCRIBED IN THE PURCHASE AND SALE AGREEMENT AND SUBSEQUENTLY ENCUMBERED BY MEMORANDUM; NOT A PART OF THE ORIGINAL PURCHASE AND SALE</p> <p>DESCRIBED IN MEETS AND BOUNDS? YES</p> <p>WHY SEEKING PARTIAL TERMINATION</p>
358	JM	OBJECTION
	J	REPHRASE
	RV	<p>TELL YOU WHY SEEKING PARTIAL TERMINATION? YES, HE AND TWO OTHERS HAD PURCHASED THOSE LOTS FROM NORTH IDAHO RESORTS MORE THAN A YEAR EARLIER, NOT EQUITABLE THOSE LOTS COVERED BY 20 PERCENT RESELL</p> <p>AGREE WITH HIM? ABSOLUTELY, THAT WAS NOT THE INTENT</p> <p>EXHIBIT 4, DOCUMENTS THERE WITH DOCUMENT WHEN YOU SIGNED IT? NO</p> <p>WHAT WAS WITH DOCUMENT? FIRST PAGE, SECOND PAGE, THIRD PAGE DESCRIBES LOTS GOLDEN T</p> <p>ON THE NEXT EXHIBIT A NOT INCLUDED 49214 ESCROW NUMBER, DOCUMENT SIGNED RELATED TO ANY ESCROW YOU KNEW OF CLOSING AT THAT TIME? SPECIFICALLY 2ND EXHIBIT A, YES THAT DOCUMENT ATTACHED TO SUBORDINATION AGREEMENT ATTACHED TO RE LOAN</p> <p>EXHIBIT 6 THAT SUBORDINATION AGREEMENT? YES</p> <p>THAT EXHIBIT SAYS ESCROW NUMBER? YES</p> <p>UNRELATED TO PARTIAL TERMINATION? YES</p> <p>ASKED TO SIGN PARTIAL TERMINATION, SAME DATE – STRIKE THAT; ASK TO SIGN SUBORDINATION, SAME DATE AS PARTIAL TERMINATION, EXHIBITS 6 AND 4? NO APPARENTLY THAT WAS NOT, SIGNATURE NOTARIZED ON THE 14TH, OTHER ONE NOTARIZED ON THE 15TH</p>

		PARTIAL TERMINATION EFFECTIVE ON THE 14 TH NOT SIGNED UNTIL THE 15 TH ? WHAT JURAT INDICATES WHY RECORDED AT SAME TIME
401	JM	OBJECTION – NOT SURE WHAT TALKING ABOUT
	SW	WHY SUBORDINATION AND PARTIAL TERMINATION RECORDED AT SAME TIME
	RV	CAN NOT; SEVERAL DOCUMENTS RECORDED; LOOK AT RECORDS OF COUNTY THERE WERE 6 OR 7 DOCUMENTS RECORDED THAT SAME DAY RELATING TO IDAHO CLUB DOCUMENTS SUBSEQUENTLY RECORDED: EXHIBIT FFF, RECOGNIZE? I DO WHAT IS THAT DOCUMENT? FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT WHY EXECUTED? BECAUSE IN THE DEVELOPMENT OF THE GOLF COURSE PORTION OF IDAHO CLUB SMALL PORTION OF LAND THAT POBD WISHED TO INCORPORATE IN GOLF COURSE TO MAKE CART PATH WORK, ONLY WAY TO ACQUIRE LAND FROM AVISTA, CHUCK REEVES ASKED ME IF I WOULD AGREE TO AMEND MEMORANDUM SUCH THAT THEY WOULD BE ALLOWED TO TRADE PROPERTIES WITH AVISTA TO INCORPORATE GOLF CART PATH DID YOU AGREE? I DID
	SW	EXHIBIT VVV
405	RV	RECOGNIZE? I DO WHAT IS IT? PARTIAL TERMINATION OF REAL PROPERTY ... AND MEMORANDUM WHY EXECUTED? EXECUTED TO PARTIALLY RELEASE OUR MEMORANDUM AS RELATED TO PURCHASE AND SALE AGREEMENT ENABLE AVISTA UTILITIES TO ACQUIRE A PORTION OF THE PROPERTY FROM POBD THAT WOULD NOT BE ENCUMBERED BY OUR LIEN ANOTHER 2 ND AMENDMENT? TALKING ABOUT AMENDMENT, THERE WAS HAVE DOCUMENT WITH YOU? NO I DO NOT HAVE THAT DOCUMENT WHY WAS THAT 2 ND AMENDMENT PREPARED? AGAIN BECAUSE AVISTA UTILITIES DISCOVERED THAT WE HAD A LIEN ON THE PROPERTY AND THEY WANTED THE LIEN REMOVED BEFORE CONSENT TO ACQUIRING BOTH 2 ND DOCUMENTS RELATED TO AVISTA? YES SUBORDINATION WITH RE LOAN, CHUCK REEVES ASKED FOR AND YOU AGREED, ONLY SUBORDINATION YOU AGREED TO? YES ASKED YOU TO SUBORDINATE TO PACIFIC CAPITAL? NO, DID NOT KNOW ABOUT THAT LOAN DISCUSS AFTER ISSUES AROSE? WE DID WHAT DISCUSS WITH REGARD TO YOUR SUBORDINATING? MR REEVES INFORMED ME HE HAD BORROWED ADDITIONAL MONIES, ASKED HIM HOW ABLE TO DO THAT WITHOUT GETTING SUBORDINATION, HE SAID LENDER HAD NOT ASKED, HE WASN'T ABOUT TO BRING IT UP AT THAT TIME MR REEVES REMEMBER YOU HAD SECURITY FOR YOUR POSITION? DON'T KNOW IF HE REMEMBERED OR NOT
409	SW	NOTHING FURTHER
	JM	MAY I REQUEST PICK UP FIRST THING IN THE MORNING
	J	WHEN WE FINISH THIS READY TO SWITCH GEARS AND GO INTO CROSS CLAIM AGAINST JV LLC
	SW	I AM
	J	OBJECTION TO STOPPING HERE
	SW	PREFER WE PUSH ON
	J	I WOULD TOO, DO PART OF IT NOW
411	JM	CROSS
	RV	RECALL DEPOSITION WE TOOK SEPTEMBER LAST YEAR? I DO SERIES OF QUESTIONS ASKED ABOUT MONEY OWED BY POBD TO YOU? BELIEVE REMEMBER SERIES OF THOSE QUESTIONS DATE OF DEPOSITION

	SW	OBJECTION – IMPROPER IMPEACHMENT
	JM	REPHRASE
	RV	DID POBD OWE YOU ANY MONEY? WE HAD NO RECEIVABLES BOOKED, I'M SORRY, YES THEY DID THEY OWED US APPROXIMATELY 1.2 MILLION IN BACK MONTHLY SERVICE FEES WHAT IS MONTHLY BACK SERVICE FEES? FEES FOR SEWER AND WATER SERVICE PART OF 3 RD AMENDED AAA OR 3; DIRECT US TO PAGE WHERE MONTHLY SERVICE FEES? WON'T MENTION MONTHLY SERVICE FEES INT HIS DOCUMENT OWED BECAUSE OF SOME OTHER CONTRACTUAL RELATIONSHIP? IN PURCHASE AND SALE AGREEMENT AGREED WE WOULD RETAIN RIGHTS TO SEWER AND WATER; NOT PART OF PURCHASE PRICE, OBLIGATED TO
	JM	DEPOSITION TRANSCRIPT OF MR VILLELLI
	J	WE'LL PUBLISH THIS AUGUST 28, 2013, RIGHT ONE
	JM	YES, I SAID SEPTEMBER BUT IT WAS AUGUST IF I CAN TAKE A MOMENT
415	JM	SAVE THIS FOR TOMORROW
416	RV	TESTIMONY PROVIDED 3 ENTITIES DEEDED OVER THE PROPERTIES FROM NORTH IDAHO RESORTS TO PEND OREILLE BONNER HOLDINGS, THINK EXHIBIT 11, LOOK AT EXHIBIT 11? YES ENTITY WHO DEEDED PROPERTY TO POBD HOLDINGS, INC IS? PEND OREILLE LIMITED INDICATED PEND OREILLE LIMITED JOINED? CONTRIBUTED IT'S PARTNERSHIP IN RETURN FOR PERCENTAGE OF OWNERSHIP WHEN? 1998 UNTIL IT DEEDED THE PROPERTY ON JUNE 19, 2006, PROPERTY REMAINED IN ITS NAME? IT DID NORTH IDAHO RESORTS LLC NEVER STANDS AS A FEE HOLDER OF TRESTLE CREEK PROPERTY? CORRECT BELIEVE TERMINATIONS DRAFTED BY, HAVE PROOF? DIDN'T WATCH ANYONE DRAFT COULD BEEN ANYONE ELSE? DON'T KNOW ANYONE ELSE WOULD KNOW WHAT TO DO YOU DIDN'T DRAFT IT? I DID NOT DIDN'T ASK YOUR ATTORNEY TO DRAFT IT? I DID NOT WHEN THE DEVELOPMENT TAKEN OVER BY DEVELOPMENT AS PER 3 RD EXHIBIT AAA OR 3, DID THEY ASSUME INDEBTEDNESS REQUIRED TO BE ASSUMED? THEY POBD ASSUME THOSE PROMISSORY NOTES DELINEATED IN PURCHASE? DON'T BELIEVE THEY DID, BELIEVE HOLDING, INC DID AND SUBSEQUENTLY TRANSFERRED TO LLC BOTH HOLDERS OF THOSE NOTES AGREED TO ALLOW, ANY RECOURSE RIGHTS? NONE I'M FAMILIAR WITH DEFAULT COME BACK ON YOU? DON'T BELIEVE SO
421	SW	COME BACK AGAIN NORTH IDAHO RESORTS, NOT MR VILLELLI PERSONALLY
	JM	THAT'S WHAT I MEANT
	RV	ANSWER THE SAME WHAT DOES 3 RD AMENDED INDICATE WOULD OCCUR IF \$80 MILLION THRESHOLD IF PARTICIPATION NEVER EARNED? THERE IS NO INDICATION OF WHAT WOULD HAPPEN IF NEVER 80 MILLION IN SALES PRO FORMA AND I THINK YOU INDICATED 10 YEAR TIME TABLE CONTEMPLATED? CORRECT ANYTHING IN AGREEMENT IF WENT BEYOND 10 YEARS SOMETHING WOULD HAPPEN? NO YOUR COMPANY BORROWED FROM RE LOANS AMOUNTS OF MONEY THEN ASSUMED BY POBD BOTH RE AND JV, YOUR COMPANY BORROWED? NO

		WHO? NORTH IDAHO RESORTS BORROWED FROM RE LOANS WHO OWED JV LLC MONEY? OWED MONEY ON MOOSE MT BY VP INC WHO PURCHASED FROM JV LLC ORIGINALLY VP INC PURCHASED TRESTLE CREEK? NOT CORRECT
	SW	OBJECT TO FORM OF QUESTION
	JM	INDEBTEDNESS TO JV LLC, SOMEBODY BOUGHT A PIECE OF PROPERTY FROM
	RV	VP INC OWED MONEY TO JV LLC, PURCHASER OF MOOSE MT SOME DEEDS TALKED ABOUT EARLIER, VP INC DEEDED TO POBD? CORRECT JV LLC INTERESTED BY PARTICIPATION AMOUNTS? EXPLAIN BETTER WAS JV LLC OR PRINCIPAL ENTITLED TO PARTICIPATION OF IDAHO CLUB DEVELOPMENT
	SW	OBJECTION
	JM	PRIOR TO SALE
	RV	ANSWER WOULD HAVE TO BE NO AS YOU PHRASED IT ... IDAHO CLUB IDAHO CLUB DIDN'T EXIST BEFORE PURCHASE BY POB WHAT CALLED BEFORE? HIDDEN LAKES JV LLC HAVE PARTICIPATION IN HIDDEN LAKES? NO, IN MOOSE MT GIVE UP PARTICIPATION RIGHTS IN MOOSE MT FOR FIRST POSITION? THEY AGREED IF IN RETURN CLOSE ESCROW COMPLICATED TRANSACTION/ CONTRACT YOU AGREED TO FACILITATE GETTING THEM INTO FIRST
	SW	SO MANY PARTICIPANTS
	JM	AGREE
	JM	AS PART OF YOUR AGREEMENT TO HAVE ASSUMPTIONS DONE AS PART OF PURCHASE AND SALE AGREEMENT DID YOU FACILITATE GETTING JV LLC INTO FIRST POSITION ON TRESTLE CREEK
	SW	OBJECTION – COMPOUND
	RV	I'LL TRY TO EXPLAIN: PURCHASE AND SALE AGREEMENT MDG; MODIFIED INTO ADDITIONAL AGREEMENTS PORTION OF THAT AGREEMENT BUYERS WOULD LIKE TO HAVE JV LLC RELINQUISH THEIR PARTICIPATION AGREEMENT AND RELINQUISH FIRST RIGHT OF REFUSAL; POBD AGREED TO COMPENSATE IN ADDITION JV LLC NEGOTIATED WITH POBD THEY AGREED TO DO THAT IF THEY RECEIVED PAYMENTS I HAD PROMISED THEM AND IN RETURN POBD PUT THEM IN FIRST POSITION THAT ALL OCCURRED? YES YOU AGREED AN ENTITY JV LLC, NOT MEMBER OF NORTH IDAHO RESORTS, TAKE FIRST POSITION ON TRESTLE? I AGREED THEY COULD PUT A LIEN ON, I AGREED WHATEVER THEY NEGOTIATED WITH POBD IF CORRESPONDED WITH SALE AGREEMENT FINE WITH US THAT OCCURRED? YES, THEY SECURED LIEN ON TRESTLE CREEK FIRST POSITION? IN FRONT OF RE LOANS YOU WEREN'T GIVING UP YOUR POSITION IN TRESTLE CREEK? WE SOLD NORTH IDAHO RESORTS, RETAINED CONTRACT ON ENTIRE PROJECT CONTRACT IS 3 RD AMENDED PURCHASE AGREEMENT? YES BETWEEN YOU AND POB OR PREDECESSOR YOUR CONTRACT THE 3 RD AMENDED COVERS MORE THAN TRESTLE CREEK – THE LIONS SHARE OF THE IDAHO CLUB? YES
431	RV	PREPARER OF 3 RD AMENDED CHUCK REEVES, PERSONAL KNOWLEDGE? MY PERSONAL KNOWLEDGE, HE EMAILED MANY RENDITIONS OF IT TO ME FROM HIS EMAIL PARTICIPATE IN WRITING? YES HAVE YOUR COUNSEL HELP YOU? HAD COUNSEL REVIEW
432	SW	OBJECTION ATTORNEY CLIENT PRIVILEGE
	J	CONTENT, WHAT WENT BACK AND FORTH; SLOW DOWN A LITTLE BIT

	JM	THE PREPARATION IF YOU WILL OF DOCUMENT JOINT EFFORT
	RV	YES IT WAS WITH YOUR COUNSEL
	SW	OBJECTION – ASKED AND ANSWERED
	J	ASK YOUR NEXT QUESTION
433	RV	ANY BULK SALES OCCUR? NO EITHER PROPERTY? NO LAST TIME ANY – STRIKE THAT; BACK TO BACK MONTHLY SERVICE FEES, PAID? NO OWED SEVERAL MONTHS? VP INC 5 YEARS WORTH OF FEES PUT DOLLAR FIGURE? \$1,200,000 – PROBABLY CONSIDERABLY MORE, NOT CALCULATED LATELY
	SW	OBJECTION RELEVANCE
	J	ANSWER
	RV	HAVEN'T INITIATED ANY LEGAL ACTION; HAVE INFORMED THEM THEY ARE IN DEFAULT ON AGREEMENT
435	RV	COUPLE CONVERSATIONS WITH MR REEVES ABOUT THE LENDER, ASSUME PACIFIC CAPITAL, HAD NOT ASKED FOR SUBORDINATION AGREEMENT, WORDS TO AFFECT NOT GOING TO BRING IT UP, RECALL WHEN? PROBABLY APRIL 7, 8, 9 TH 2008 MR REEVES TESTIFIED YOU TWO SPOKE RATHER REGULARLY, YOUR RECOLLECTION? WE DID BEFORE HE ACQUIRED, AFTER THAT ONCE EVERY TWO OR THREE WEEKS DURING THIS PERIOD OF TIME, APRIL 2008, PROBABLY HAVING ONE OR TWO CONVERSATIONS A WEEK? AT THAT TIME MR REEVES IN DEFAULT ON OUR NOTE, HAVE TO TELL YOU I WAS BUGGING HIM SUBSTANTIALLY ABOUT GETTING PAID WHICH NOTE, \$5XX,XXX? YES THAT NOTE NOW FULLY PAID? YES TO CLARIFY, RE LOAN DEBT THAT WAS ASSUMED, WHO ORIGINAL BORROWER ON RE LOANS? ORIGINAL BORROWER BEFORE ACQUISITION WAS NORTH IDAHO RESORTS LLC AMOUNT OF THAT LOAN AT TIME OF ASSUMPTION, 8 OR 9 MILLION? BELIEVE 8 ½ THAT ASSUMPTION HAS NO RECOURSE PROVISIONS AGAINST NORTH IDAHO RESORTS? CORRECT WHAT DOES PARTICIPATION MEAN TO YOU IN TERMS OF CONTRACT? WE WERE TO BE PAID A PERCENTAGE OF SALE OR A ?? IN EVENT OF BULK SALES \$80 MILLION THRESHOLD PAID ANY MONEY? NO ONLY WAY NORTH IDAHO RESORTS WILL RECEIVE PARTICIPATION AMOUNT IT MUST FIRST REACH \$80 MILLION? NO WHEN GET PRIOR TO \$80 MILLION THRESHOLD? BULK SALE THOSE TWO EVENTS, PARTICIPATION WAS EXPECTANCY? WHAT WE EXPECTED YES EXPECTED DEVELOPMENT COMPLETELY DEVELOPED TO GET? NO; \$80 MILLION OR BULK SALE ON THOSE TWO TRIGGERING EVENTS PARTICIPATION NO BULK SALE? THERE HAS BEEN NO FORECLOSURE A BULK SALE?
	SW	OBJECTION – CALLS FOR LEGAL CONCLUSION
	J	SUSTAINED END FOR TONIGHT BE READY AT 9 AM
441		END

NUMBER OF TRANSCRIPT PAGES - 225

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

COURT MINUTES

JUDGE: MICHAEL J GRIFFIN
REPORTER: KEITH EVANS
CLERK: SUSAN AYERLE

CASE NO. CV-2011-135
DATE: MAY 13, 2014
CRTRM: 1
TIME: 9:00 AM

UNION BANK NATIONAL ASSOCIATION

vs PEND OREILLE BONNER DEVELOPMENT, LLC.,
ET AL

Plaintiff / Petitioner

Defendant / Respondent

Atty: JOHN MILLER

Atty: RICHARD SWENEY, GARY FINNEY,
DOUGLAS MARFICE, SUSAN WEEKS, JOHN
MILLER, BRUCE ANDERSON, JOHN
FINNEY, JOHN LAYMAN, RICHARD STACY

SUBJECT OF PROCEEDINGS
CHARGE

COURT TRIAL – DAY 2

INDEX	SPEAKER	PHASE OF CASE
901	J	Calls Case
		Present: PL UNION BANK aka SANTA BARBARA BANK & TRUST NA BY TERRILYN BARON WITH JOHN E MILLER; DEF NORTH IDAHO RESORTS LLC BY RICHARD VILLELLI WITH SUSAN WEEKS
	J	ANYTHING BEFORE WE GET BACK
	JM	FAILED TO MOVE TO ADMIT EXHIBIT 9
	SW	NO OBJECTION
	J	EXHIBIT 9 WILL BE ADMITTED
	J	MR VILLELLI
	SWORN	WITNESS
	JM	CROSS CONTINUES
	SW	OBJECTION MISSTATES
	J	SUSTAINED
	JM	REPHRASES
	RV	PART OF PROVISION PROMISE TO PAY AS PART OF PURCHASE PRICE, MONTHLY WATER AND SEWER? NOT SPECIFIC IN CONTRACT, SAYS BUYER WILL ASSUME MONTHLY OBLIGATION EXHIBIT 3, FIND PROVISION? UNDER J – HOOK UP FEES, FOLLOWING PAGE, READS FROM CONTRACT
905	SW	OBJECTION – DOCUMENT SPEAKS FOR ITSELF
	J	CAN ANSWER QUESTION?
	JM	ASKS
	RV	RESPONDS
905	SW	OBJECTION
	J	ARGUMENTATIVE
	JM	REASKS
	RV	NIR ENTERED INTO CONSTRUCTION AND OPERATING AGREEMENT WITH POBD THAT COVERS MULTITUDE OF THINGS INCLUDING OPERATING OF SYSTEM; REQUIRES BUYER BUILD ON TRESTLE CREEK PROPERTY; AFTER CONSTRUCTION OF THAT SEWER SYSTEM, TO DEED THAT SYSTEM TO NORTH IDAHO RESORTS
	JM	I'VE MARKED DOCUMENT PL'S 12
	RV	IDENTIFIES EXHIBIT 12 DATE? JUNE 13, 2006 FOLLOWED CLOSING? NO

		WASN'T THAT DATE JUNE 19 TH ? YES CONTEMPORANEOUS FEW DAYS BEFORE? YES
908	RV	MOVE TO ADMIT EXHIBIT 12
	SW	NO OBJECTION
	J	EXHIBIT 12 WILL BE ADMITTED
909	JM	RESUMES CROSS
	RV	MONIES OWED VP INC? SIGNED BY MONIES WOULD BE OWED TO VP? YES BELIEVE INTENT TO BORROW? NO HOW DEVELOP? BELIEVED NEGOTIATE WITH RE LOANS FOR EXPANSION SPEND THEIR OWN MONEY? YES GOING TO UTILIZE PROFITS FROM SALES? YES
	JM	PAGE 6 OF PSA, PARENTHESES C
	RV	PAGES NOT NUMBERED
	JM	6 TH PAGE SUB PARAGRAPH C AT TOP OF PAGE PARAGRAPH 2
	RV	EVENTUALLY BUYERS AND LENDERS? MENTIONS THAT PARTICIPATION SUBJECT TO ... READS FROM DOCUMENT PAGE 22, SUB I, ON THAT PAGE, FIND THAT? I DID DOES THAT PROVISION ANTICIPATE FUTURE LENDERS? CAN'T SAY IT ANTICIPATES, SAYS ... STEPPING RIGHTS WITH REFERENCE TO WHAT? WANT ME TO READ IT TO YOU SURE? READS FROM DOCUMENT ALLOWED YOU TO CURE INSTITUTIONAL LOANS
915	SW	OBJECTION WITHDRAWN
	RV	REPHRASE QUESTION PLEASE
	RV	DOES PARAGRAPH PROVIDE SELLER THE RIGHT TO STEP INTO INSTITUTIONAL LOANS? BELIEVE IT DOES YES CONTRACT PROVISIONS DO ANTICIPATE FUTURE LENDERS? CONTRACT ANTICIPATED; IF THEY HAD LOANS WE COULD STEP IN ANYTHING RESTRICTS THEM? NO, NO WHERE IN DOCUMENT THAT ALLOWS BORROWING WITHOUT OUR CONSENT SAME EXHIBIT, TEN YEAR ANTICIPATED REQUIRED COMPLETION OF PROJECT, RECALL? YES WHERE IN DOCUMENT IS 10 YEAR REQUIREMENT? NO REQUIREMENT ANTICIPATED PRO FORMA ATTACHED? BUSINESS PLAN AND PRO FORMA WERE BELIEVED MENTIONED AS ONE OF THE EXHIBITS DIDN'T REQUIRE COMPLETION IN TEN YEARS, WAS PROSPECTUS? YES YOUR UNDERSTANDING FROM REVIEW WHAT REQUIRED OF BUYER IN GOING FORWARD WITH PROJECT, IN OTHER WORDS, DID THEY HAVE TO HAVE SO MANY UNITS DONE AT PARTICULAR DATE? NO PARTICIPATIONS TO YOU BY PARTICULAR TIME FRAME? NO SOME SORT OF SPECIAL EFFORTS IN ORDER TO GET PROJECT DONE? NOT WITHIN THE TEN YEARS, NO AGREE TO LET THEM USE THEIR BEST COMMERCIAL EFFORTS? I DID BASED ON MARKET CONDITIONS EXISTING? YES PURCHASE AND SALE AGREEMENT, PARAGRAPH 18, BUSINESS PLAN PARAGRAPH, FOUND IT? I DON'T FIND A PARAGRAPH 18 NOT PARAGRAPH PAGE 18, ROMAN NUMERAL III? WILL HAVE TO START FROM THE FRONT
920	JM	RESUMES
	RV	MARK PAGE 18 AT THE BOTTOM
	SW	GOING TO ASK IF WE COULD BREAK AND MARK ALL PAGES
	J	USE NEXT RECESS IF YOU WANT TO DO THAT
	RV	BOTTOM OF PAGE, CONFIRMATION OF BEST EFFORTS REQUIREMENT OF BUYER, AGREE? SPECIFICALLY BOTTOM 5/6 LINES? YES

		CONFIRMS YOUR TESTIMONY? YES SAME PARAGRAPH, PAGE 19, PARTICIPATION AMOUNTS GOING TO BE DUE IN FUTURE, YOUR ANTICIPATION SHARING PROFITS WITH BUYER ON IN EXCESS OF \$80 MILLION? NOT CORRECT WHAT IS CORRECT? NOT SHARING PROFITS BOTTOM OF PAGE 18 REFRESH YOUR RECOLLECTION, FORWARD TO PAGE 19? YES DOESN'T IT SAY ANTICIPATION OF SHARING OF PROFITS
	SW	OBJECTION MISSTATES DOCUMENT
	J	RESPONDS ?
	RV	ANTICIPATING PROFITING FROM DEVELOPMENT ANTICIPATES PROFIT SHARING? PERCENTAGE OF SALES IS NOT PROFITS PARAGRAPH PARAPHRASE PARTICIPATION AMOUNTS? REPEAT QUESTION TESTIMONY WE'VE HEARD ANTICIPATED BY VIRTUE OF PRO FORMAS, AFTER 80 MILLION IN SALES RECEIVE YOUR BETWEEN 20 AND 36 MILLION, CORRECT? YES PARAGRAPH REFERRING TO PARAPHRASE THAT? SAYS ANTICIPATE PROFITING FROM THEIR SHARES SAYS? YES WHAT TALKING ABOUT
924	SW	OBJECTION
	J	CAN ANSWER QUESTION
	RV	SAME NUMBERS AT TOP OF PAGE 19 SAME NUMBERS AS RIGHTS TO PARTICIPATION? SAME NUMBERS FROM PRO FORMA PARTICIPATION IN GROSS SALES IN EXCESS OF 80 MILLION DOLLARS? THIS PARAGRAPH SAYS WE'LL PROFIT FROM DEVELOPMENT ABOUT \$20 MILLION IN EXCESS OF \$16 MILLION
925	RV	NRI HAS CONTRACTUAL INTEREST IN ALL OTHER REAL ESTATE OUTSIDE OF TRESTLE CREEK? HAS INTEREST INTEREST? YES IT DOES THOSE INTERESTS CONTINUE TODAY? YES EXHIBIT 5, RE-RECORDING OF PARTIAL TERMINATION DOCUMENT? THERE TRUE THIS DOCUMENT WAS RECORDED TWO YEARS AFTER EXHIBIT 4, THE ORIGINAL PARTIAL TERMINATION? YES DID SOMEONE COME TO YOU AND ASK YOU TO RESIGN? NO DID YOU SIGN? I DID NOT DO YOU KNOW WHO HANDLED RECORDING OF DOCUMENT, RE-RECORDED TO CORRECT? WHAT'S YOUR QUESTION DO YOU KNOW WHO RECORDED IT? COUNTY BELIEVE AT REQUEST OF SANDPOINT TITLE DID SANDPOINT TITLE TELL YOU RECORDING MARCH 2009? THEY DID NOT TELL ME THEY TOLD ME AFTER THE FACT WHO TOLD YOU THEY HAD RECORDED IT? NANCY ALBANESE DID SHE TELL YOU SHE WAS DOING SOMETHING TO CORRECT ERROR? YES WHEN? SAME DAY INDICATED DOING SOMETHING TO CORRECT ERROR BUT DIDN'T KNOW WHAT? YES SHE RECORDED DOCUMENT? YES LATER SHE TOLD YOU THAT? YES WHEN LATER? SAME DAY DIDN'T ASK IT TO BE RECORDED? I DID NOT OPINIONS PROVIDED FROM NANCY ALBANESE WHY NEEDED
	SW	OBJECTION – HEARSAY
	J	SUSTAINED
	RV	YOUR UNDERSTANDING WHY RE-RECORDED? RECEIVED EMAIL
	SW	OBJECTION HEARSAY
	J	ANSWER NON-RESPONSE
	RV	YOUR UNDERSTANDING WHY RE-RECORDED? TO CORRECT LEGAL

		<p>DESCRIPTION ERROR</p> <p>PERSONALLY HAVE ANY DISCUSSIONS WITH ANY CAPITAL BANK OFFICER ABOUT ITS LENDING \$5 MILLION TO POBD? I DID NOT</p> <p>DISCUSSION WITH POBD ABOUT BORROWING? I DID NOT</p> <p>SHARE INFORMATION ABOUT EXHIBIT 3 WITH ANYONE AT PACIFIC CAPITAL BANK? NO I DID NOT</p> <p>DIDN'T DO THAT PRIOR TO FIRST FACILITY LENDING? NO I DID NOT</p> <p>DISCUSSIONS PRIOR TO RECORDING MORTGAGE IN MARCH? NO, KNEW NOTHING OF THAT</p> <p>APRIL 2008 CHUCK REEVES TOLD YOU A COUPLE TIMES CAPITAL BANK HAD NOT ASKED FOR SUBORDINATION? NOT WHAT I SAID, SAID I HAD A DISCUSSION WITH CHUCK REEVES, SECURED MONEY FROM LENDER, DIDN'T KNOW PACIFIC, ASK WHY NO SUBORDINATION, HE SAID NOT VOLUNTEERING</p> <p>NO INFORMATION ABOUT LENDER</p>
931	SW	OBJECTION – TIME FRAME ASSUMES DATE NOT IN EVIDENCE
	J	SUSTAINED
	RV	<p>APRIL 7, 8, OR 9 2008? THOUGHT SO</p> <p>PRECEDES EXHIBIT 1, BANK'S COMMERCIAL MORTGAGE, RECORDATION DATE MARCH 25, 2008, SEE THAT? I DO</p> <p>APPROXIMATELY AFTER THAT CONVERSATION</p>
	SW	OBJECT – MISCHARACTERIZES CALENDAR – APRIL BEFORE MARCH
	JM	<p>YOU'RE ABSOLUTELY RIGHT</p> <p>RECORDATION OF MORTGAGE BEFORE CONVERSATION ON APRIL 8TH</p>
	RV	<p>IT DID</p> <p>AWARE OF MORTGAGE WHEN IT WAS RECORDED? ALREADY TESTIFIED I KNEW NOTHING ABOUT BORROWING, OR WHO</p> <p>DIDN'T SEE MORTGAGE RECORDED? ALREADY TESTIFIED TO THAT, TWICE</p> <p>FIRST YOU LEARNED OF RECORDING WAS WHEN? PROBABLY SUMMER OF 2009</p> <p>HOW FIND OUT? DISCUSSING WITH ANOTHER LENDER WHO HAD LOANED MONEY TO POB, IN FACT CHOSE TO TALK TO ME ABOUT SEWER AND WATER COMPANY AND OUR POSITION, INFORMED THEY HAD MADE A LOAN AGAINST, SECURED BY PROPERTY</p> <p>SAGE INC? DAN JACOBSON, AT TIME LOAN UNDER DIFFERENT NAME, MORPHED INTO SAGE</p> <p>ANOTHER LENDER BUT HADN'T DISCOVERED YOUR</p>
	SW	OBJECTION
	RV	WHAT YOUR DISCUSSIONS WITH DAN JACOBSON ABOUT
	SW	OBJECTION HEARSAY
935	J	SUSTAINED
	RV	<p>DID YOU DISCOVER SOMETHING FROM CONVERSATIONS? VAGUE</p> <p>DID YOU LATER? I LATER MET WITH SANDPOINT TITLE AND DAN JACOBSON TO DETERMINE HOW THEY HAD MADE LOAN WITHOUT OUR SUBORDINATION</p> <p>WHEN INFORMED YOU OF PARTIAL TERMINATION/SUBORDINATION DOCUMENTS? YES</p>
936	JM	PASS THE WITNESS
	SW	TAKE BRIEF RECESS
	J	BACK IN 10 MINUTES
936		OFF
948		ON
	J	<p>MR VILLELLI STILL ON STAND</p> <p>MS WEEKS</p>
	SW	HOUSEKEEPING, MOVE ADMISSION OF EXHIBIT VVV
	J	STIPULATED TO ADMISSION
	J	VVV WILL BE ADMITTED
	SW	RE-DIRECT
	RV	EXHIBIT 3, PAGES I'M GOING TO BE TALKING ABOUT; PAGE 33?

		VP INC, AFFILIATE OF NORTH IDAHO RESORTS, INC? AFFILIATE OF SELLER VP INC OWED MONEY FOR CONNECTION FEES? YES PAGES 18 AND 19 WHERE BUSINESS PLAN DISCUSSED ...? {COULD HAVE ACCEPTED OR REJECTED BUSINESS PLAN} PURCHASE PRICE, PAGES 3, 4, 5, 6, 7, AND PART OF 8 OF CONTRACT, CORRECT? YES PURCHASE PRICE DOESN'T GIVE YOU PERCENTAGE OF PROFIT? I WOULD HAVE TO READ PROBABLY ENTIRE THING, REFERS TO 20 PERCENT OF GROSS SALES AND I DON'T SEE ANY MENTION OF PROFITS, NO HOW LONG BEEN DOING DEALS SIMILAR TO THIS DEAL
952	JM	OBJECTION RELEVANCE
	J	OVERRULED
	RV	LICENSED 47 YEARS IN REAL ESTATE HOW MANY LARGE PROJECTS SUCH AS THIS? SEVERAL BY LARGE PROJECTS I WOULD CLASSIFY IN LARGE IN LAND SCALE AND/OR DOLLAR AMOUNTS LARGE IN LAND SCALE? HAVE DONE ONE PROJECT THAT WAS 9,000 ACRES, ONE THAT WAS 1,350 ACRES, ANOTHER LARGE PROJECT ONLY 435 ACRES BUT IT WAS LARGE DOLLAR AMOUNTS LARGE DOLLAR AMOUNT PROJECTS? LARGE RELATIVE TERM AT MY AGE, IN 70S AND 80S 5 MILLION DOLLAR DEALS WERE CONSIDERED LARGE; IN 1980S DID DEAL OVER BILLION DOLLARS OTHERS, LARGE SCALE DOLLAR? DURANGO PROJECT IS 780 MILLION DOLLARS, SOUTH IDAHO FARMING AND CATTLE, GUESS 15 TO 20 MILLION AND IT WAS MOSTLY FARMING, MUCH LESS COSTLY TO DEVELOP, HIDDEN LAKES WAS SUBSTANTIAL HIDDEN LAKES SOLD TO BECOME IDAHO CLUB? YES YESTERDAY DIDN'T HAVE YOU LOOK AT EXHIBITS, EXHIBIT BBB, ILLUSTRATION, RECOGNIZE WHAT IS ILLUSTRATED IN ILLUSTRATION? YES I DO WHAT IS ILLUSTRATED THERE? SHOWS DEVELOPMENT PLAN, IMPROVEMENT ANALYSIS FOR TRESTLE CREEK PROPERTY DEPICT TRESTLE CREEK? YES A, B, AND C DEPICT? 3 MAJOR PARCELS OF PROJECT HOW MANY ACRES IS TRESTLE CREEK? 42 1/2 ACRES APPROXIMATELY EXHIBIT CCC, TWO PHOTOGRAPHS, WHAT DEPICTED? FIRST PICTURE IS SWIMMING BAY AT IDAHO COUNTRY, SECOND IS AERIAL VIEW OF PARCEL C IDAHO COUNTRY, PARCEL D ID COUNTRY NORTH, PARCEL A OVER 2 ACRE PARCEL WE PURCHASED FROM MR NORLAND, NORLAND PROPERTY ALL SOLD TO POBD AS TRESTLE CREEK? WHAT REFERRED TO HERE PONDERAY LIMITED AND NRI RELATED TO TRANSFER TO NIR? NORTH IDAHO RESORTS LL DOCUMENT, SHOWS CONTRIBUTIONS OF THE 3 ENTITIES, WOULD DELINEATE LIMITED CONTRIBUTING LAND IT HELD KNOWN AS TRESTLE CREEK WHEN LLC OPERATING AGREEMENT EXECUTED? BELIEVE 98, MAY HAVE BEEN 99 RE LOANS? BELIEVE NAME OF BAR K MEMORANDUM OF THE, SHOW YOU EMAIL AND HELPS REFRESH YOUR MEMORY, EMAIL DATED JUNE 21, 2006, SEEN BEFORE? YES I'M SURE I HAVE INDICATE WHO, WHICH ENTITY DEBT BEING ASSUMED WAS IDENTIFIED AS? YES, BELIEVE IT DOES MORTGAGE FROM BAR K FOR \$20,500,000 AT SOME POINT BAR K BECOME RE LOANS? BELIEVE IT DID
1000	RV	IN DEVELOPMENTS YOU'VE DONE, UNCOMMON TO HAVE PARTICIPATION PAYMENTS
	JM	OBJECTION RELEVANCE
	J	SUSTAINED
	RV	DONE PROJECTS THAT HAVE
	JM	SAME OBJECTION
	J	SUSTAINED

	SW	FOUNDATION FOR NEXT QUESTION
	RV	IF IN FIRST POSITION, CONCERN ABOUT GETTING PAID
	JM	OBJECTION RELEVANCE
	J	SUSTAINED; EVERYONE WANTS TO GET PAID
	RV	IN THIS PROJECT CONCERN ABOUT GETTING PAID IF IN FIRST POSITION? DID NOT HAVE CONCERN ABOUT GETTING PAID WHY? FELT POSITION EXTREMELY SECURE BEHIND JV LLC ON TRESTLE CREEK? CORRECT KNEW HOW MUCH DEBT OWED JV LLC? I DID IF NECESSARY COULD STEP IN AND PAY JV LLC TO CLEAR SENIOR LIEN? I WOULD OTHER THAN JV LLC FEEL SECURE AS 2 ND LIEN HOLDER? I DID WHY WAS THAT? BECAUSE I FELT THAT THE PROJECT WOULD IN ALL PROBABILITY MOVE FORWARD ALONG LINES OF PRO FORMA BUT REALIZE REAL ESTATE MARKET VOLATILE AND CHANGES; ALL PROJECTS YOU HAVE TO ADAPT IN POSITION RELATIVELY SECURE CAN ADAPT AND MAKE SURE PROJECTS MOVE FORWARD STILL ANTICIPATE BE PAID IN THIS PROJECT? YES HOW MUCH GENERATED BY POBD
	JM	ASKED AND ANSWERED
	J	ANSWER THE QUESTION IF YOU WOULD
	RV	PEND OREILLE BONNER HAD GENERATED 70 PLUS MILLION WITHIN A COUPLE MILLION OF THE EIGHTY? BELIEVE SO HOW MUCH? 20 PERCENT OF PROJECT AGREE WITH THAT TESTIMONY? I WOULD BUR FOR GLITCH WITH PACIFIC CAPITAL
	JM	OBJECTION – CALLS FOR LEGAL CONCLUSION
	SW	HADN'T FINISHED QUESTION
	SW	EXCEPT FOR GLITCH, IN POSITION TO CONTINUE TO REQUEST PARTICIPATION
	RV	YES
1004	RV	WHEN CONTRACT CALLED FOR POBD TO USE BEST COMMERCIAL EFFORTS TO COMPLETE PROJECT, CONTEMPLATE LONGER THAN TEN YEARS? YES CONTEMPLATED MIGHT TAKE MORE THAN 10 YEARS? BELIEVED A POSSIBILITY
1005	SW	HAVE NOTHING FURTHER
	JM	CLARIFICATIONS \$73 MILLION DOLLAR FIGURE INCREASES WITH FIGURE I HEARD FROM PRIOR TESTIMONY INCLUDES FIRE DAMAGE
	RV	ASKED PROCEEDS RECEIVED, INCLUDED \$5.XX MILLION IN INSURANCE PROCEEDS CLUBHOUSE BURNED DOWN? YES WHAT GIVES YOU RIGHT – STRIKE THAT – WHAT DEFINES FIRE LOSS AND PAYMENT AS PART OF SALES AMOUNT? IT DOESN'T TESTIFIED ON REDIRECT ABOUT BUSINESS PLAN, RIGHT TO REJECT PLAN? YES APPROVED BUSINESS PLAN? I DID
	SW	OBJECT TO CHARACTERIZATION
	JM	WITHDRAW QUESTION
	RV	WHETHER OR NOT PLAN PESSIMISTIC, OPTIMISTIC OR JUST ABOUT RIGHT, SUBJECTIVE PROJECTION? I BELIEVE PORTIONS ARE SUBJECTIVE OBVIOUSLY WHAT EVERYONE WANTS? BELIEVE
	SW	OBJECTION – OTHER PEOPLE
	J	REPHRASE
	JM	YOUR UNDERSTANDING PROJECTION WHAT YOU EXPECT TO HAPPEN
	RV	IT IS WHAT I WOULD HAVE HOPED AND EXPECTED BUT YOU, WITH EXPERIENCE, KNOW MARKET CONDITIONS CAN CHANGE?

		YES AFFECT? YES
1008	JM	PASS THE WITNESS
	SW	THAT WILL CLOSE OUR PRESENTATION TO COURT
	J	REBUTTAL
	JM	CHUCK REEVES AT 10:30
	J	ANY OTHER WITNESSES? I DO NOT
1009	J	IN RECESS UNTIL 10:30
1009		OFF
1031	J	BACK ON ALL PARTIES PRESENT
	JM	CALL
	SWORN	WITNESS
	JM	DIRECT
	CR	CALLED BACK, TESTIMONY I'M GOING TO RELATE TO YOU AND ASK YOU ABOUT IT; MR VILLELLI TESTIFIED HE HAD CONVERSATION WITH YOU ON OR ABOUT APRIL 8, 2008 WHEREIN YOU EXPRESSED TO HIM YOUR LENDER HAD NOT ASKED FOR SUBORDINATION AGREEMENT AND YOU WERE NOT GOING TO BRING IT UP
	SW	OBJECT - MISCHARACTERIZES, HADN'T ASKED
	J	SKIP AND GET RIGHT TO QUESTION HAVE THIS CONVERSATION
	CR	NO RECOLLECTION OF THAT NO SOMETHING YOU WOULD HAVE EXPRESSED
	SW	OBJECTION CALLS FOR SPECULATION
	JM	RESUMES
	CR	WHO DOES POBD PAY FOR SEWER AND WATER MONTHLY SERVICES? VP INC
	JM	NO FURTHER
1033	SW	CROSS
	CR	UNDERSTAND AFFILIATE OF NIR? UNDERSTAND BUT DON'T KNOW MAY HAVE SAME OWNERS, EXHIBIT 3, HAND NUMBERED PAGES, PAGE 38 AT THE BOTTOM, LAST SENTENCE? OK STARTS VP INC OWNS AND OPERATES? YES IDENTIFIES AS AFFILIATE OF NIR? THAT'S WHAT IT EASY ANY REASON TO DISPUTE? NO
	SW	NOTHING FURTHER
	JM	NOTHING FURTHER
	J	EXCUSES WITNESS FROM STAND
	JM	NO OTHER REBUTTAL WITNESSES
	SW	NO OTHER WITNESSES
	J	NEED TIME
	SW	POSSIBLE TO DO OUR CLOSINGS IN WRITING
	J	POSSIBLE BUT WON'T HAPPEN HOW LONG NEED
	SW	TEN MINUTES
1035	J	BACK IN TEN MINUTES PLEASE
1035		OFF
1052	J	BACK ON RECORD COUNSEL AND PARTIES PRESENT MR MILLER, CLOSING REMARKS MOST INTERESTED IN EXHIBITS 4 AND 5 ON PARTIAL TERMINATION AGREEMENT NUMBER OF INTERPRETATIONS MISTAKE BY BANK MISTAKE BY SOMEONE ELSE NUMBER OF POSSIBILITIES CURIOUS AS TO WHAT COUNSEL IS ARGUING ON DOCUMENT NUMBER 4

		AND ANYTHING ELSE; THAT WAS MY CONCERN
	JM	WILL ADDRESS
1053	JM	<p>CLOSING - THE COURT FILE HAS PRIMA FACIE CASE OUR CASE SATISFIED BY JUDGMENT COMES DOWN TO COUNTER CLAIM FROM NORTH IDAHO RESORTS, ONLY REMAINING DEFENDANT AS TO PRIORITIES THIS STATE DOESN'T HAVE VENDOR'S LIEN RECORDING EVIDENCE SHOWS PURCHASE AND SALE AGREEMENT – NOT A MORTGAGE NOT SOMETHING RECOGNIZED AS RECORDING VENDOR'S LIEN 45-801 VENDOR'S LIEN UNPAID AND UNSECURED OTHERWISE THAN BY PERSONAL OBLIGATION PLENTY OF OTHER SECURITY/CONTRACTUAL RIGHTS NIR CAN LOOK TO IN FUTURE SAME CONTRACTUAL RIGHTS ON BULK OF IDAHO CLUB PRIOR TO LITIGATION NIR DID NOT TRANSFER THIS PROPERTY – TRESTLE CREEK PROPERTY – NOT EVER IN CHAIN OF TITLE TO PROPERTY HAS CONTRACTUAL RELATIONSHIP WITH ENTITY THAT MADE TRANSFER PEND OREILLE LIMITED CONTRACTUAL PEND OREILLE LIMITED SAT ON DEED FROM 1998 TO 2006 WHEN IT SIGNED OVER DEED TO BUYER IN THIS CASE; NOT NIR FURTHER NIR NOT OWED A DIME HAS BEEN PAID IT'S PURCHASE PRICE; HAS RIGHT TO FUTURE; STILL HAVE RIGHT TO PARTICIPATE IN FUTURE SALES IN IDAHO CLUB JUST NOT TRESTLE CREEK IF COURT AWARDS BANK RIGHT TO FORECLOSE MR REEVES TESTIFIED THEY AREN'T DOING ANYTHING NO BULK SALE, NO MONEY DUE HAVE A LIEN SOMETHING NEEDS TO BE OWED – THERE'S NOTHING OWED IN THIS CASE THIS IS FORECLOSURE IN EQUITY CASE HOW EQUITABLE NIR CAN A CONTRACT TOGETHER TO TAKE OVER ITS DEBT, HAVE THOSE LENDERS LOOK ONLY TO RECOURSE OF BUYER, CAN'T LOOK AT NIR, HOW EQUITABLE HAS VENDORS LIEN TO JUMP IN FRONT OF US IF JV LLC SENIOR HOW EQUITABLE TO RECOGNIZE VENDOR'S LIEN SO NIR CAN JUMP IN FRONT OF US SEVERAL OTHER LENDERS CAME IN WITHOUT NOTICE AND LENT MONEY DIDN'T APPEAR HERE TODAY THEY KNOW BANK HAS LARGE LIEN, IF WINS THEY ARE NOT GOING TO COLLECT ANYTHING IF BANK LOOSES NIR HAS VENDOR'S LIEN AND THEY ARE OUT OF LUCK NO EQUITY IF FIND ENFORCEABLE VENDOR'S LIEN</p>
1100	JM	<p>NOW, WITH REFERENCE TO THE PARTIAL TERMINATION OF INTEREST IN REAL ESTATE RECORDED FIRST, 2007, THE POLICY ISSUER DID RESEARCH TO FIND ANYTHING EFFECT TITLE POLICY TO BANK AS MS BARON TESTIFIED, FIRST THING BANK DOES LOOK TO THE RECORD THAT'S WHAT HAPPENED HERE MATERIALS IN BANK'S FILE DO NOT EXPLAIN ANYTHING ABOUT MEMORANDUM OF PURCHASE; WAS PROVIDED INFORMATION DOESN'T GIVE BANK NOTICE OF CONTRACTUAL RELATIONSHIP BETWEEN BUYER AND SELLER TITLE OFFICER RESEARCHES RECORD IN 2008, FINDS NOTHING SHOWING MEMORANDUM EXISTS AS TO TRESTLE CREEK PROPERTY NO EVIDENCE THAT TALKS ABOUT BANK HAVING KNOWLEDGE OF LEGAL DESCRIPTIONS, WHY HIRED INSURER POLICY OF TITLE INSURANCE, PUT BANK IN 3RD POSITION; DIDN'T REPORT AS MR LYNKY TESTIFIED, DIDN'T CONTAIN MEMORANDUM OF SALE BECAUSE OF LEGAL DESCRIPTION IS IT SOMEBODY'S MISTAKE? I DON'T KNOW, SURE LOOKS LIKE IT</p>

		<p>FIRST AMERICAN TITLE CO'S MISTAKE? OR DID TITLE OFFICER DO AS TRAINED, LOOK AT PROPERTY AFFECTED BY LEGAL DESCRIPTION ON RECORD</p> <p>BANK HAD NO KNOWLEDGE OF MISTAKE</p> <p>PARTIAL TERMINATION, IF ACCEPT IT WAS A MISTAKE, IS IT A MISTAKE BY SANDPOINT TITLE? THERE'S LITIGATION OUT THERE ABOUT THAT MISTAKE FROM NIR? I DON'T KNOW; MISTAKE TO LEAVE OF RECORD FOR TWO YEARS; WOULD THINK SOMEONE WOULD HAVE FOUND OUT ABOUT IT ALL THE OTHER LENDERS, WITH EXCEPTION OF BANK, ALSO HAVE REAL ESTATE SECURED INTERESTS IN REST OF IDAHO CLUB</p> <p>BANK'S ONLY SECURITY INTEREST IN TRESTLE CREEK</p> <p>NIR HAS CONTRACTUAL INTEREST</p> <p>IF THIS RECORDATION OF PARTIAL TERMINATION WAS SANDPOINT TITLE'S MISTAKE, LITIGATION PENDING IS GOING TO HAMMER SANDPOINT TITLE</p> <p>SANDPOINT TITLE WILL HAVE TO PAY FOR DAMAGES; AS FAR AS PLAINTIFF IS CONCERNED, DAMAGES ARE ZERO;</p> <p>PAID PURCHASE PRICE, \$5 MILLION; ASSUMPTION OF \$12 IN INDEBTEDNESS THOSE TWO ITEMS CLEARLY TAKEN CARE OF</p> <p>\$500,XXX PROMISSORY NOTE PAID IN FULL, PRIOR TO MARCH 2008</p> <p>NOTHING OWED ON THE PURCHASE AND SALE AGREEMENT</p> <p>TESTIMONY ABOUT WATER AND SEWER ARRANGEMENT; VP INC AND THE BUYER, SEPARATE CONTRACT</p> <p>JUST BECAUSE RELATIONSHIP AFFILIATION BETWEEN VP AND NIR DOESN'T CHANGE FACT WHO'S GETTING PAID THE MONEY</p> <p>MR REEVES TESTIFIED PAY VP INC</p>
1107	JM	<p>CITES FROM CODE REGARDING VENDOR'S LIEN</p> <p>BANK GAVE UP 5 MILLION DOLLARS</p> <p>GOOD FAITH ARGUMENT, KNOWLEDGE OF UNDERLYING DOCUMENTS; CLEARLY NOT SHOWN DIRECTLY,</p> <p>DOES NOT GIVE THEM KNOWLEDGE ABOUT FULL EXTENT OF PURCHASE AND SALE AGREEMENT</p> <p>COULD HAVE GOTTEN NOTICE HAD PARTIAL SALE/TERMINATION BEEN RECORDED</p> <p>ONLY INDEBTEDNESS ON TRESTLE CREEK WAS JV LLC AND RE LOANS</p> <p>WHEN BANK GAVE ITS MORTGAGE THEY WERE IN 3RD POSITION</p> <p>MARCH TO AUGUST – GOT THEIR SUBORDINATIONS AS COURT HAS RULED AGAINST JV LLC</p> <p>NG ENTITIES GOT SUBORDINATION AGREEMENTS RECORDED</p> <p>AUGUST BANK GOT FIRST POSITION</p> <p>VALUE RENEWAL NOTE</p> <p>MONIES CHANGED HANDS PAID OFF PRIOR LOAN</p> <p>CLEARLY SHOWS PURCHASE PRICE WAS PAID WITH EXCEPTION OF MAYBE IN THE FUTURE MONEY</p> <p>EXPECTANCIES DIDN'T STAY REASONABLE</p> <p>WHEN THEIR LENDING FROM NG ENTITIES DRIED UP, DEVELOPMENT STOPPED</p> <p>NO TESTIMONY ABOUT TO START UP AGAIN; INDICATED DEAD IN OUR TRACKS</p>
1111	JM	<p>CONCLUDING – THIS CASE COMES DOWN TO VERY CLEAR UNDERSTANDING OF RECORDATION STATUTES AND WHAT TITLE OFFICER DOES</p> <p>TITLE OFFICER DID HIS JOB</p> <p>INFORMATION IMPARTED TO BANK</p> <p>TRESTLE CREEK WAS RELEASED WAS ACTUAL KNOWLEDGE</p> <p>NOTHING IN FILE SAYS DIFFERENT</p>
1112	SW	<p>BRIEFED TO YOU IN SUMMARY JUDGMENT</p> <p>VENDOR'S LIEN IS EQUITABLE; DOESN'T HAVE TO BE RECORDED</p> <p>SELLER SELL AND HAVE AMOUNTS OWED BACK TO HIM</p> <p>CONSTRUCTIVE KNOWLEDGE LESS THAN ACTUAL KNOWLEDGE</p> <p>TIME LINE INVOLVED</p>

		<p>ACTUAL KNOWLEDGE OCTOBER 29, 2007 BANK'S RECORDS MARCH 15, 2007 FILED, 7 MONTHS AFTER PARTIAL TERMINATION THEIR FILE THEY HAD ACTUAL KNOWLEDGE THAT VENDOR HAD NOT YET BEEN PAID WHEN GETTING LOAN EXHIBIT III MORTGAGE WAS RECORDED AFTER NIR WAS PAID REMAINING \$511,000.00 SELLER CARRYBACK OF 3 MILLION – NOT PAID UNTIL APRIL 2008 NOT PAID AT TIME THEY FILED MORTGAGE DEED WHICH PUT THEM BEHIND JV LLC AT TIME LOAN IS MADE THEY HAD ACTUAL KNOWLEDGE KNOW SELLER IS STILL OWED MONEY; PROCEED TO MAKE LOAN IN TWO FACILITY NOT A GOOD FAITH ENCUMBRANCES CAN'T IGNORE ACTUAL KNOWLEDGE; TRY TO CLAIM CONSTRUCTIVE KNOWLEDGE INDICATE RELYING ON MARCH FINAL TITLE REPORT, EXHIBIT 9 THAT REPORT DIDN'T GIVE THEM INFORMATION THREE TITLE COMMITMENTS PREPARED TWO MISSING FROM BANK RECORD ENCUMBRANCES PULLED FROM DOCUMENTS IN BANK'S FILE SUSPECT SPECULATION BANK FILE NOT COMPLETE – ASKING COURT TO SPECULATE NO EVIDENCE AS TO WHAT BANK KNEW BEST CAN SAY TITLE COMMITMENT CONSTRUCTIVE KNOWLEDGE WHAT WOULD REGULAR PERSON DO NOT HOW TITLE OFFICER WOULD APPROACH IT REPORTS MATTER OF TITLE AND DOESN'T INTERPRET IT UNDER LAW, EXCITE ATTENTION OF ORDINARY PURCHASER PURCHASE AND SALE AGREEMENT TERMINATION OF THAT MARCH 15, 2007 BUT BORROWER TELLING BANK MONEY STILL OWED ON IT OCTOBER 2007 CONTINUED TO BE DOCUMENTS RECORDED, MORE PARTIAL RELEASES AND AMENDMENTS TENDED TO SHOW ON-GOING LIVING DOCUMENT TWO EXHIBIT AS DID NOT SEEM TO BE CONSISTENT CREATED WITH SAME DOCUMENT ALL THOSE TOGETHER COMBINED WOULD EXCITE ATTENTION OF NORMAL LENDER TO LOOK INTO WHAT GOING ON WITH VENDOR'S LIEN ITEMS IN FILE THAT SUGGEST WHY IT WASN'T DONE</p>
1119	SW	<p>WHAT MS BARON AND I DISCUSSED, BANK CONSIDERED THIS BORROWER, SPECIAL RELATIONS MANAGER TRYING TO GAIN BUSINESS, CONSIDERED HIGH VALUE CLIENT; STEPPED OUTSIDE PROTOCOL; CHASED CLIENT FOR 5 YEARS GIVE THEM A LOAN OUTSIDE PROTOCOL; CONTINUE TO SEE THEM ACTING OUTSIDE PROTOCOLS LENDING DOCUMENTS CALL FOR FIRST DEED OF TRUST; THEY DON'T RECORD IN MARCH 2008 AND DON'T HAVE FIRST POSITION WHY BANK ACTING OUTSIDE PRUDENT LENDING PRACTICES SUBMIT TRYING TO GET AND KEEP CLIENT HAVE EARNED MILLIONS OF DOLLARS AND LARGE RETURN ON INVESTMENT FOR BANKING PARTNERS THIS IS NOT A SITUATION WHERE LENDER CAN CLAIM BONA FIDE AND DIDN'T HAVE KNOWLEDGE OF FAIL ACTUAL KNOWLEDGE SIDE FAIL ON CONSTRUCTIVE KNOWLEDGE SIDE</p>
1121	SW	<p>EQUITABLE TITLE APPEAL TO COURT COURT CAN NOT RULE IN FAVOR OF UNION BANK BECAUSE MR VILLELLI HAS BROUGHT ACTION AGAINST SANDPOINT TITLE ... TWO PENDING TITLE CLAIMS DON'T INFLUENCE WHAT COURT DOES HERE 45-801 INFLUENCE</p>

		<p>DIDN'T HAVE LEGAL TITLE TO PROPERTY; HAD EQUITABLE TITLE AND NO EVIDENCE TO THE CONTRARY</p> <p>VENDORS LIEN, WHO DID THE SALE, NIR DID THE SALE</p> <p>HELD EQUITABLE TITLE BASED ON 1998 OPERATING AGREEMENT WITH POBD LIMITED</p> <p>LAST ITEM ARGUED PURCHASE PRICE – INDICATES THIS ECONOMY WENT TO RECESSION WIPES EVERYTHING OUT – IT DOES NOT TO FINISH OUT IN 2016 – TEN YEAR PLAN FROM 2006</p> <p>MARKET COOLED DOWN, SLOWER; MR MILLER ARGUED IT'S DEAD</p> <p>MR REEVES SAID NOTHING GOING ON</p> <p>MR REEVES TESTIFIED CURRENT EMPLOYED, POBD ACTING PRESIDENT TWO YEARS OUT FROM PROJECTED SALE</p> <p>REAL ESTATE IS PICKING UP</p> <p>WE'RE NOT EVEN TO POINT OF TIME PROJECT WOULD SELL OUT EVEN IF SLOWS DOWN, PURCHASE PRICE REMAINS</p> <p>NIR AHEAD OF OTHER INDIVIDUALS CAN'T BE TRANSFERRED UNLESS RECOUPS</p> <p>SPECIFIC ITEMS, LOT SALES OR BULK TRANSFER</p> <p>NO OTHER WAY TO TRANSFER PROPERTY WITHOUT MONEY GOING TO NIR</p> <p>IF PACIFIC CAPITAL NOT IN LOOP, PROPERTY WOULD GO FORWARD</p> <p>JUST BECAUSE FORMULA, TRADITIONAL IN LARGE SCALE DEVELOPMENTS, DOWN PAYMENT THEN PAID OVER TIME BY SCHEDULED AMOUNTS TIED TO LOT SALES; NOT PERCENTAGE OF PROFIT, PAID AS EACH LOT SELLS</p> <p>ALTERNATIVE, BULK SALE</p> <p>NOTHING ABOUT THAT CHANGES, IT IS PURCHASE PRICE</p> <p>THEY ARE STILL OWED MONEY</p> <p>AT TIME MORTGAGE WAS FILED, MY CLIENT OWED PROMISSORY NOTE OF HALF A MILLION DOLLARS</p> <p>THAT IN AND OF ITSELF OWED AT TIME MORTGAGE CREATED</p> <p>NOT HERE TO DECIDE, NOT AFFIRMATIVE DEFENSE RAISED</p> <p>OWED PARTICIPATION AD OVER HALF A MILLION DOLLARS</p> <p>HAVE MET REQUIREMENTS OF VENDOR LIEN</p>
1128	SW	THANK YOU
	J	<p>THANK YOU BOTH</p> <p>TAKE UNDER ADVISEMENT</p> <p>ISSUE WRITTEN OPINION AS SOON AS I CAN</p> <p>WOULD LIKE TO TALK TO MR FINNEY AND MS WEEKS</p>
1129		
1142	J	NORTH IDAHO RESORTS AND JV LLC CLAIMS
		<p>Present: NORTH IDAHO RESORTS LLC BY RICHARD VILLELLI WITH SUSAN WEEKS; JV LLC BY JIM BERRY WITH GARY FINNEY</p>
	J	<p>NORTH IDAHO RESORTS PRESENT AND REPRESENTED</p> <p>JV LLC PRESENT AND REPRESENTED</p> <p>PRIORITY OVER OTHER 25 DEFENDANTS</p> <p>THEN JV FILED</p> <p>MR VILLELLI TESTIFIED 2ND PLACE TO JV LLC</p>
	SW	JV LLC STEPPED OUT OF LINE AND SUBORDINATED
	J	EFFECT OF SUBORDINATION AGREEMENT WHAT RELYING ON
	J	QUARTER OF TWELVE, START AFTER ONE
	GF	JUST WANTED TO SAY, YOU WERE FIRST AND ONLY PARTY TO FILE CROSS CLAIM
	J	<p>UNDERSTAND CROSS CLAIM FILED LONG TIME AGO</p> <p>COME BACK AT ONE O'CLOCK READY TO CALL WITNESSES</p>
	BOTH	YES
	J	<p>COME BACK AT ONE O'CLOCK</p> <p>MS WEEKS YOU FILED CROSS CLAIM AGAINST EVERYBODY ELSE</p> <p>GO UNTIL 4 O'CLOCK AND PICK UP AGAIN TOMORROW IF NECESSARY</p>
1145		OFF

102	J	NORTH IDAHO RESORTS PRESENT AND REPRESENTED BY COUNSEL; JV LLC PRESENT AND REPRESENTED
	SW	DISCUSSED EXHIBITS NO OBJECTION A, B, D, F, K, M, N
	J	A, B, D, F, K, M, N WILL BE ADMITTED
	SW	YYY, XXX NO OBJECTIONS BY MR FINNEY
	GF	NO OBJECTION
	J	THOSE TWO WILL BE ADMITTED
103	J	WITNESSES
	SW	CALL
	SWORN	WITNESS
	SW	DIRECT
107	RV	RICHARD A VILLELLI POSITION WITH RICHARD ANTHONY AND VICTORIA VELLELLI REVOCABLE TRUST? TRUSTEE EXHIBIT A, RECOGNIZE? I DO WHAT IS IT? SECURED PROMISSORY NOTE SECURING? NOTE SECURES FOR \$2,XXX,XXX.XX WHAT BEING PURCHASED? PURCHASING MOOSE MOUNTAIN, 644 ACRES LYING SOUTH OF HIGHWAY 200 ADJOINS ON EAST PACK RIVER, NORTH BY HIGHWAY 200 SECURED BY MORTGAGE? BELIEVE IT WAS MORTGAGE ON SAME 644 ACRES? YES, BELIEVE IT WAS EXHIBIT B – RECOGNIZE? I DO WHAT IS IT? MORTGAGE IN REFERENCE TO ONLY SECURE MOOSE MOUNTAIN? YES PREVIOUS LITIGATION, 3 AREAS IN RELATIONSHIP TO IDAHO CLUB, ONE IDAHO CLUB – GOLF COURSE, ONE TRESTLE CREEK, ONE MOOSE MOUNTAIN, DOES THIS ENCUMBER TRESTLE CREEK? NO EXHIBIT C, RECOGNIZE? I DO EXECUTED 2005, TEN YEARS LATER, EXECUTED IN RELATIONSHIP TO SOMETHING WITH MOOSE MOUNTAIN? YES, RELEASE OF FIRST RIGHT OF REFUSAL AS RELATED TO MOOSE MOUNTAIN PROPERTY; EXECUTED AS PART OF ON-GOING SALE TO POB HOLDINGS INC SECTION 3 RECITALS SET OUT THERE, WHO PREPARED DOCUMENT? I'M SORRY I DO NOT RECALL WHO PREPARED IT DONE IN CONJUNCTION WITH SALE OF THE GOLF COURSE, MOOSE MT, AND TRESTLE CREEK TO POBD PARTIES IN NEGOTIATIONS WITH MGD NEVADA? YES CLAUSE 10 REFERENCES PURCHASE AND SALE AGREEMENT? IT DOES WAS PURCHASE AND SALE AGREEMENT SUBSEQUENTLY AMENDED? YES A THIRD TIME? YES THIRD ONE LAST AGREEMENT BETWEEN NIR AND POBD? YES MOVING FORWARD, EXHIBIT YYY, I DID NOT HAVE ONE OF THOSE IN YOUR BOOK
	J	THANK YOU
	SW	RESUMES
	RV	RECOGNIZE THAT DOCUMENT? YES I DO WHAT IS THAT DOCUMENT? LETTER I SENT TO JIM AND BILL BERRY IN THEIR POSITION OF JV LLC WHY SEND TO THEM NOVEMBER 2005? FOR SAME REASON AS PREVIOUS DOCUMENT, ANTICIPATING SALE TO MONTEREY DEVELOPMENT GROUP, MISSPOKE WHEN SAID HOLDINGS, AT THAT TIME WAS MONTEREY DEVELOPMENT; THIS REGARDING MODIFICATIONS OF THAT AGREEMENT AND HOW GET DOLLARS TO JIM AND BILL BERRY AND JV LLC WAS JAMES AND WILLIAM BERRY BOTH GENERAL PARTNERS AT THAT TIME? DON'T BELIEVE SO, ASSUME MEMBERS SECOND PAGE IF SIGNED IN CAPACITY AS GENERAL PARTNERS? YES,

		<p>YOU'RE RIGHT ASSUME GENERAL PARTNERS EXHIBIT XXX, RECOGNIZE? I DO</p> <p>WHAT IS IT? EMAIL FROM WILLIAM STERLING, ATTORNEY FOR MONTEREY DEVELOPMENT GROUP, ULTIMATELY POBD HOLDING COMPANY, TO ESTABLISH THE ORDER OF RECORDING DOCUMENTS FOR CLOSING OF SALE FOR WHAT IS NOW CALLED IDAHO CLUB</p> <p>AMENDED CCRS RECORDED FIRST? IT DOES</p> <p>THREE DEEDS TO BE RECORDED? YES</p> <p>WERE THOSE THREE DEEDS NECESSARY TO TRANSFER TO POBD THE THREE PARCELS? YES</p> <p>THEN MORTGAGE SECURITY ON PARCEL D, TRESTLE? YES</p> <p>BAR K MORTGAGE \$20,500,000 DEED? CORRECT</p> <p>PAID OFF? IT WAS</p> <p>SUBORDINATION? BELIEVE THAT WAS JV LLC SUBORDINATING THEIR POSITION TO BAR K ON GOLF COURSE AND MOOSE MT</p> <p>BUT NOT TRESTLE CREEK? DON'T BELIEVE SO</p> <p>MEMORANDUM OF REAL PROPERTY PURCHASE AND SALE AGREEMENT, 3RD AMENDMENT? BELIEVE SO</p> <p>RELEASE RIGHT OF FIRST REFUSAL AND PROFIT SHARING? LAST TWO TO BE RECORDED ACCORDING TO THIS</p> <p>EXHIBIT F, REFERENCES REAL ESTATE MORTGAGE BETWEEN HOLDING AND JV LLC RECORDED JUNE 19, 2006, WAS THAT MORTGAGE REFERENCED IN PREVIOUS DOCUMENT TO BE RECORDED FIRST? BELIEVE IT WAS</p> <p>AT THIS POINT IN TIME WAS JV LLC PRIOR TO STRIKE THAT</p> <p>JUNE 19, 2006 WAS PRIORITY BASED ON DOCUMENTS BEING RECORDED</p> <p>BAR K, JV LLC, THEN MEMORANDUM OF PURCHASE AND SALE AGREEMENT?</p> <p>PRIORITY JV LLC, BAR K, THEN THE MEMORANDUM</p> <p>SUBORDINATION AS TO JUST TRESTLE CREEK DID NOT CHANGE THAT?</p> <p>DON'T BELIEVE SO</p> <p>DOCUMENT K, AUGUST 2008, SUBORDINATION AGREEMENT, REPRESENTS SUBORDINATION JV LLC TO PACIFIC CAPITAL TO TRESTLE CREEK, AWARE JV LLC WAS SUBORDINATING TO PACIFIC CAPITAL BANK? NO I WAS NOT</p> <p>THAT I RECALL</p> <p>SIGN SUBORDINATION TO BE BEHIND JV LLC IF IT CHANGED POSITION? I DID NOT</p>
120	GF	<p>OBJECTION</p> <p>NO PLEADING SUBORDINATION EXHIBIT K WOULD DEFEAT PRIORITY OF JV</p> <p>SECOND AT FIRST TRIAL IN THIS CASE THEY INTENDED TO PROVE THEY</p> <p>WERE AHEAD ON SUBORDINATION – THEY ARE ESTOPPED FROM THAT</p> <p>COURT MAY TAKE FROM MEMORY</p> <p>CITES FROM HIS NOTES</p> <p>JUDICIALLY ESTOPPED BY SAYING BEHIND TO COME IN SECOND CASE AND</p> <p>SAY THEY ARE AHEAD</p> <p>CAN'T IN TWO TRIAL TRY TO PROVE OPPOSITE</p>
	J	<p>UNDERSTAND ARGUMENT</p> <p>WILL ALLOW EVIDENCE IN</p>
	SW	RESUMES
	RV	<p>EVER MADE AGREEMENT TO STEP BEHIND JV LLC IF CHANGED PRIORITY</p> <p>POSITION? NO</p> <p>EXHIBIT M, RECOGNIZE THAT DOCUMENT, ACTUALLY NOT YOUR</p> <p>DOCUMENT, SEEN THAT DOCUMENT BEFORE? CAN I STRIKE AND ASK</p> <p>MORE CLEARLY?</p>
	J	PLEASE
	RV	SEEN THAT DOCUMENT BEFORE THIS LITIGATION? DON'T RECALL SEEING
	SW	THAT'S ALL
	GF	CROSS
	RV	<p>EXHIBIT XXX – PRIORITY? YES</p> <p>FIRST OPPOSITE OF LAST QUESTION, CHANGED PRIORITY, SAID NO</p> <p>ACCURATE? YES</p>

		ANY AGREEMENT WITH JV ABOUT YOU WOULD SOMEHOW BE RELEASED OR DISCHARGED
	SW	OBJECT OUTSIDE SCOPE, IRRELEVANT
	J	OVERRULED
	RV	EVER MADE IN YOUR CAPACITY, ANY AGREEMENT WITH JV IF SUBORDINATED ON TRESTLE CREEK WOULD RELEASE OR DISCHARGE YOU FROM OBLIGATION
	SW	OBJECTION TO FORM OF QUESTION; NO SPECIFIC
	J	QUESTION OK, UNTIL END RESTATE AGAIN
	RV	EVER MADE ANY AGREEMENT WITH JV BY REASON OF JV'S SUBORDINATIONS, DOCUMENTS M AND K, RELEASE OR DISCHARGE YOUR OBLIGATION
	SW	OBJECT IRRELEVANT THERE IS NO AFFIRMATIVE DEFENSE NOT ABOUT AMOUNTS DUE THIS IS ABOUT PRIORITIES
	RV	I'M STILL CONFUSED, NOT SURE IF ASKING IF I ENTERED INTO AGREEMENT TO SUBORDINATE OUR POSITION OR IF I ENTERED IF JV LLC SUBORDINATED TO ANYONE THAT SOMEHOW I WOULD THEN BE IN POSITION IN FRONT OF HIM, IS THAT WHAT YOU'RE ASKING ME
	GF	EXPLAIN WHAT YOU MEAN BY THAT
	SW	OBJECTION - IMPROPER QUESTION CALLS FOR NARRATIVE
	J	UNDERSTAND CONFUSED
	RV	HAVE NOT ENTERED AGREEMENT TO ALLOW OR NOT ALLOW SUBORDINATION THAT WOULD CHANGE OUR POSITION EITHER WAY
	GF	BACK TO EXHIBIT XXX, TOP SIGNATURE IS THAT YOU? YES LOWER SIGNATURE, WHO IS THAT? C REEVES, ASSUME CHUCK REEVES DOESN'T HAVE DATE, WHAT IS EFFECTIVE DATE? BOTTOM SAYS 6-16 ASSUME THAT IS DATE PRINTED, PROBABLY EXECUTED WITHIN DAY OR TWO OF THAT JUNE 16, 2006 DATE OF CLOSING TO POBD? NO JUNE 19TH BEFORE DATE OF CLOSING DOC XXX? NOTICE IT SAYS REVISED RECORDING ORDER, KNOW THERE WERE A COUPLE OF REVISIONS, ASSUME THIS IS LAST SINCE SO CLOSE TO CLOSING DATE THIRD ENTRY VP INC? IDAHO CORPORATION HOW YOU INVOLVED? I'M PRESIDENT OF VP INC ENTITY THAT ACQUIRED MOOSE MT FROM JV? VP INC WARRANTY DEED DEEDING MOOSE MT TO POBD? YES LEGAL DESCRIPTION? MOOSE MT ATTACHED TO IT IN IT ASSIGNMENT AND ASSUMPTION LANGUAGE
130	SW	OBJECTION OUTSIDE SCOPE NOT PLED AFFIRMATIVE DEFENSE OR CROSS CLAIM
	J	HOW RELATE TO TRESTLE CREEK PROPERTY
	GF	CLAIM VP DOESN'T OWE JV TRYING TO PROVE THERE IS NO ASSUMPTION AGREEMENT BY POBD
	J	WHAT WOULD THAT HAVE TO DO WITH TRESTLE CREEK
	GF	THAT EXACT AMOUNT WAS TRANSFERRED AS FIRST TO TRESTLE CREEK
	J	FIRST ON TRESTLE CREEK WAS ASSUMPTION OF THAT NOTE
	GF	THAT'S BETWEEN VILLELLI AND THEM, NOT JV TRYING TO SHOW PURCHASE PRICE NEVER PAID, NEVER PAID JV ASSUMED IT WITH MR VILLELLI IN UNRECORDED DOCUMENT
	J	OK RESTATE YOUR QUESTION
	RV	3 DEEDS OF CLOSING, NO RECITAL IN DEED SUBJECT TO PURCHASE MONEY

		MORTGAGE? DON'T KNOW IF ANYTHING IN DEED SUBJECT TO ASSUMPTION; TYPICALLY WOULDN'T BE PART OF WARRANTY DEED GAVE WARRANTY DEED FROM VP TO POBD
	SW	OBJECTION, WARRANTY DEED ON MOOSE MOUNTAIN NOT TRESTLE CREEK
	J	OVERRULED
	RV	DID NOT GIVE THEM WARRANTY DEED FREE AND CLEAR WHY DID NOT? ONLY REASON EXECUTED WARRANTY DEED WAS WHEN JV LLC AGREED TO ALLOW POBD TO ASSUME THAT NOTE, SIGNATURES ON NEW NOTE AND WHEN JV LLC RELEASED ITS PROFIT SHARING AGREEMENT AND WHEN JV LLC RELEASED IT'S FIRST RIGHT OF REFUSAL, AND JV LLC PAID ON TWO OTHER NOTES, ALL THOSE THINGS HAD TO BE PRE EXISTING BEFORE I SIGNED WARRANTY DEED SO NO DID NOT SIGN DEED WITHOUT... SHOW ME DOCUMENT
134	SW	OBJECTION OUTSIDE SCOPE AND IRRELEVANT
	J	OVERRULED
	RV	SHOW YOU CORRESPONDENCE BETWEEN MYSELF AND JIM BERRY, JV LLC, OUTLINED IF THIS DEAL WERE CONSUMMATED THERE WOULD BE NEW NOTE CREATED BY POBD WITH NEW CONDITIONS; YES SEVERAL CORRESPONDENCE BACK AND FORTH; DOCUMENT SIGNED BY JIM AND BILL BERRY THAT THEY WOULD GO ALONG WITH THIS IF I SIGNED EXHIBIT D, AGREEMENT TO RELEASE RIGHT OF FIRST REFUSAL AND PROFIT SHARING, CORRECT? YES BETWEEN VP INC AND JV, CORRECT, NO OTHER PARTIES TO IT? ONLY PARTIES TO THIS AGREEMENT I SEE ARE JV AND VP, HOWEVER IT DOES REFERENCE THE MGD DEVELOPMENT AND IT REFERENCES THE AMENDMENT TO NOTE AND PAYMENT OF MILLION DOLLARS IN RETURN FOR JV LLC ALLOWING VP INC TO SELL TO MONTEREY DEVELOPMENT FREE AND CLEAR OF FIRST REFUSAL AND PROFIT SHARING RIGHT PAYMENT OF ONE MILLION, YOU DIDN'T PAY DID YOU? NO, MONTEREY DEVELOPMENT REDID NOTE AND INCREASED AMOUNT TO JV LLC IN RETURN FOR THIS AGREEMENT AT THE TIME \$1,840,000? CORRECT FOR JV'S AGREEMENT TO RELEASE, YOU WOULD ADD ONE MILLION DOLLARS TO UNPAID BALANCE
	SW	OBJECTION ARGUMENTATIVE
	J	WASN'T ARGUMENTATIVE, DON'T KNOW I HEARD A QUESTION
138	SW	OBJECTION ARGUMENTATIVE
	RV	WHAT ARE YOU ASKING PARAGRAPH 2 FOR RELEASES YOU MENTIONED, INCREASED WHAT YOU OWED MR BERRY TO \$2,840,000.00, VP? THAT'S CORRECT WAS THERE EVER \$1,000, 000 PAID TO
	SW	ON-GOING OBJECTION TO QUESTIONING ABOUT NOTES NO COUNTER CLAIM OR AFFIRMATIVE, NOT PREPARED
	J	MR FINNEY WHERE WE GOING WITH THIS
	GF	HE SAID
	J	WHAT DOES THIS HAVE TO DO WITH TRESTLE CREEK
	GF	I CAN MOVE ON
	RV	UNDER EXHIBIT D VP INCREASED AMOUNT OWED DID IT NOT? IT DID WHEN YOU CLOSED YOUR SALE OF ALL PROPERTIES TO DEVELOPMENT, AGREE AMOUNT OWE JV FIRST MORTGAGE ON TRESTLE CREEK? WHEN, AT WHAT TIME JUNE 19, 2006? NO WHAT DID YOU AGREE? AGREED THAT MONTERREY DEVELOPMENT GROUP THAT BECAME PEND OREILLE WOULD ASSUME OBLIGATIONS UNDER THAT NOTE
	SW	OBJECT TO FORM OF QUESTION
	J	SUSTAINED

	GF	SHOW US ANY DOCUMENT
	SW	NO AFFIRMATIVE DEFENSE OR COUNTER CLAIM ON NOTE DID NOT COME WITH DOCUMENTS/EXHIBITS NOT RELATIVE TO PRIORITY
	J	OK; ASSUME FOR ARGUMENTS SAKE THAT JV DID NOT AGREE TO POBD ASSUMING THE NOTE THAT VP OWED TO JV OR MOOSE MT HOW TRANSFERRED TO TRESTLE CREEK NOT ASSUMED HOW TRANSFERRED TO TRESTLE CREEK MIGHT BE DEBT ON MOOSE MT IF JV DENYING ASSUMPTION HOW GET OVER TO TRESTLE CREEK
	GF	WHAT I'M TRYING TO ASK WITNESS AND NOT GETTING ANYWHERE
	J	WITNESS SAID THERE WAS AGREEMENT JV WOULD GO ALONG WITH ASSUMPTION ASSUME YOU'RE ARGUING JV DIDN'T GO ALONG WITH IT THEN NOTHING TO DO WITH TRESTLE CREEK
	GF	JV DID AGREE TRANSFER FIRST ON MOOSE TO FIRST ON TRESTLE CREEK
	J	CAN ASK THIS WITNESS THAT QUESTION
	RV	EXHIBIT XXX? YES AGREE THAT AT TIME OF CLOSING FOR VP TO GIVE THIS DEED TO TRESTLE CREEK TO POBD THAT JV HAD FIRST MORTGAGE ON MOOSE MOUNTAIN? I ASSUME THEY DID AT CLOSING MORTGAGE LOAN FROM BAR K, NEW LOAN? AT THAT TIME I BELIEVE IT WAS, NOT SURE MODIFIED EXISTING LOAN OR DREW UP ENTIRE NEW LOAN; ASSUMING NEW LOAN WITH POB REQUIREMENT OF RE THAT JV WOULD SUBORDINATE, HE HAD FIRST ON MOOSE
	SW	OBJECT, SUBORDINATION TO MOOSE MT
	J	I DIDN'T UNDERSTAND THE QUESTION
	GF	WHAT IS BAR K MORTGAGE ON
	RV	ON ENTIRE DEVELOPMENT MOOSE MT AND TRESTLE CREEK? YES AND GOLF COURSE BUT, JV HAD FIRST MORTGAGE ON MOOSE MT? THEY DID WHEN WE OWNED IT THIS SUBORDINATION TO RE ON MOOSE MT, ACCURATE? BELIEVE IT IS, BUT DON'T BELIEVE I HAVE A COPY OF THAT HERE IN EXCHANGE FOR SUBORDINATING ON MOOSE, OBTAINED FIRST MORTGAGE ON TRESTLE CREEK? I WASN'T INVOLVED IN THAT NEGOTIATION, THAT'S HOW IT ENDED UP APPROVED BY THIS DOCUMENT? APPROVED ORDER OF RECORDING TESTIFY IN CASE OF CHIEF YOU ARRANGED
147	SW	OBJECT TO FORM TESTIFIED HE APPROVED, DIDN'T ARRANGE
	J	SEMANTICS REPHRASE PLEASE
	GF	THIS ARRANGEMENT TO CLOSE YOUR SALE TO POBD
	RV	BELIEVE EVERYTHING DISCUSSED HERE WAS DONE IN EFFORT TO SALE? YES VP TO SELL MOOSE MT? NOT, VP NOT INVOLVED IN SALE; NORTH IDAHO RESORTS INVOLVED; GENERAL MOTORS ANALOGY JV SOLD BY WARRANTY DEED TO VP MOOSE MT 1995? CORRECT STILL PAYING ON THE DEBT TO JV IN 2005 AND 6
149	SW	OBJECTION ASKED AND ANSWERED AND NOT RELEVANT TO TRESTLE CREEK
	J	ALREADY ANSWERED
	GF	EXHIBIT AAA
150	RV	I HAVE AAA
	SW	FOR PURPOSES OF THIS TRIAL CONTINUING AS IF ADMITTED
	BOTH	STIPULATE ALL PREVIOUS EXHIBITS DEEMED ADMITTED
	SW	STIPULATE NIR'S EXHIBITS ARE ADMITTED IN THIS TRIAL

	GF	3 RD PAGE
	RV	OK PARAGRAPH 2? PURCHASE PRICE CONSISTS OF PARAGRAPH A, RECEIVE THAT? APPROXIMATELY THAT
	SW	OBJECT TO RELEVANCE THIS WITNESS HAS TESTIFIED JV LLC AHEAD OF THEM
	J	STIPULATING JV LLC AHEAD OF NIR
	SW	AT TIME OF RECORDING OF PURCHASE AND SALE AGREEMENT
	J	MR FINNEY STIPULATING AT TIME OF WHAT
	SW	PURCHASE AND SALE AGREEMENT JUNE 19, 2006 BASED UPON RECORDING ORDER JV LLC PRIOR TO NIR
	J	MR FINNEY STIPULATING GIVEN ORDER OF DOCUMENTS RECORDED JV LLC WAS SUPERIOR TO NIR
	GF	YES ONE MORE QUESTION PAGE 4 PURCHASE PRICE, BERRY NOTE AND DEBT TO RE LOANS? YES WAS DEBT TO RE LOANS FULLY PAID?
	SW	OBJECTION RELEVANCE
	RV	BELIEVE NOTE FULLY PAID
	GF	BERRY NOTE ... READS FROM DOCUMENT... WAS THAT PAID
	RV	DON'T BELIEVE THAT NOTE EVER PAID
	GF	ASSUMED FROM YOU BUT DID NOT PAY IT? AS FAR AS I KNOW THEY HAVE NOT STILL OWE YOU
	SW	OBJECTION - NOT OWED TO NIR MISSTATES
	J	AS PHRASED ARGUMENTATIVE
	GF	EXHIBIT AAA NIR AS SELLER
	RV	THEY ASSUMED THAT NOTE, YES HAVE THEY PAID WHAT OWED JV
155	SW	OBJECTION FOUNDATION; THIS WITNESS DOESN'T KNOW
	J	WITNESS TESTIFIED AS FAR AS HE KNEW IT HASN'T BEEN PAID
	GF	TO EXTEND POBD HAVE NOT PAID
	SW	OBJECTION MISCHARACTERIZED
	J	LEGAL CONCLUSION ASK A DIFFERENT QUESTION HAS POBD PAID ALL PURCHASE PRICE UNDER EXHIBIT AAA? THEY HAVE NOT NOT PAID? US A PERCENTAGE OF SALE OR ACREAGE PRICE RELEASES IN EVENT OF BULK SALES PURCHASE PRICE STILL OWE WHAT ASSUMED
	SW	OBJECTION ASKED AND ANSWERED
	J	OK
	GF	WHAT POBD OWED ON CONTRACT
	SW	NIR, OBJECTION
	GF	DOES POBD OWE UNDER THE CONTRACT ASSUMED AMOUNT
	SW	OBJECTION ASKED AND ANSWERED
	J	MR VILLELLI TESTIFIED
	RV	COULD I CLARIFY, MR FINNEY JUST ASKED A LITTLE DIFFERENT QUESTION PREVIOUS QUESTION I ANSWERED QUESTION HE JUST ASKED IF POBD STILL OWE NIR FOR MR BERRY'S NOTE? NO THEY DON'T NEVER PAYABLE TO NIR PART OF THE PURCHASE PRICE? PAYMENT/ASSUMPTION OF OBLIGATION ON THAT NOTE IS SOMETHING POB OBLIGATED TO, NOT OBLIGATED TO US ON THAT WAS VP A PARTY TO EXHIBIT AAA IN ANY WAY? VP INC A PARTY TO AAA, ONLY SO FAR AS A PART OWNER OF NIR WAS JV A PARTY TO THE AGREEMENT? ONLY AS FAR AS PART OF NIR

		I MEANT JV? I PRESENTED ALL SALES CONTRACTS TO JV, IN LETTER FORMS SEVERAL TIMES, TERMS AND CONDITIONS OF THAT AGREEMENT AND ASKED THEM TO RELEASE PROFIT SHARING AND RELEASE FIRST RIGHT AND ACCEPT NEW NOTE EXECUTED BY POBD AS PART OF THAT AGREEMENT EVER A NEW NOTE EXECUTED BY POBD? I BELIEVE ONLY DOCUMENT I KNOW OF WAS AMENDMENT TO PROMISSORY NOTE EXECUTED BY JV LLC WHAT DOCUMENT? EXHIBIT N AS IN NANCY N IS NOT EXECUTED BY ANYONE IS IT? MY COPY NOT EXECUTED, NO COVER SHEET IDENTIFYING EXHIBITS OF JV
	J	HE HASN'T SEEN IT, NO
	GF	I SERVED EVERYONE WITH IT
	J	DON'T KNOW IF WITNESS HAS SEEN
	GF	THAT'S WHY I ASKED
	J	RELEVANCE
	GF	NOT USED DOCUMENT
	SW	OBJECTION
202	GF	EXHIBIT N NEVER SIGNED OR USED BY ANYONE
	SW	OBJECT DOUBLE NEGATIVES
	J	COMPOUND QUESTION
	GF	EXHIBIT N SIGNED
	SW	OBJECT TO THIS LINE OF QUESTIONING NOTHING TO DO WITH PRIORITY OF TRESTLE CREEK TRIES TO ESTABLISH VP OWES ON NOTE SECURED BY MOOSE MT
	GF	EVER A NEW NOTE FROM POBD
	J	YES OR NO
	RV	I COULDN'T ANSWER IT - I HAVE NO IDEA
203	GF	THAT'S ALL I HAVE
	SW	NO FURTHER QUESTIONS
204	J	RECESS UNTIL 20 AFTER
204		OFF
226	J	PARTIES AND COUNSEL ALL PRESENT OTHER WITNESSES
	SW	NO WE REST
	J	MR FINNEY
	GF	MOTION TO DISMISS THEIR CROSS CLAIM AT THIS TIME
	J	ARGUMENT
	GF	YES, HAVE ONE WITNESS IN SUPPORT OF CROSS CLAIM FIRST DOES NOT PLEAD ANYTHING ABOUT JV WOULD NOT KEEP ITS PRIORITY AGAINST NIR BY REASON OF SUBORDINATION TO UNION BANK SECONDLY THERE'S BEEN NO EXHIBIT OR DOCUMENT BETWEEN THESE PARTIES FROM JV TO A BANK NOT EXHIBIT IN THIS BIFURCATED TRIAL SECONDLY MR VILLELLI'S BEST TESTIMONY HE DON'T KNOW OF ANY AGREEMENT MADE THAT WOULD HAVE TO DO WITH JV SUBORDINATING TO A BANK AS FAR AS RELEASING OR DISCHARGING HIM OR MAKE JV'S NOTE LESSER RECORDING PRETTY CLEAR FIRST INSTRUMENT TO JV NIR NOTICE OF CONTRACT SAME DAY 5 INSTRUMENTS LATER LETTER YYY APPROVES FIRST PRIORITY OF JV TESTIMONY JUDICIAL ESTOPPEL WHAT I WROTE DOWN ... MS WEEKS QUESTIONING MR VILLELLI LET'S BE CLEAR DICK, YOU'RE BEHIND JV ON TRESTLE CREEK, JV IN FIRST POSITION, YOU KNEW AMOUNT JV OWED AND YOU KNEW YOU COULD STEP IN AND PAY JV I DON'T SEE ANY CONCEIVABLE WAY WITH THAT TESTIMONY PROVE THAT'S

		NOT TRUE – HIS OWN TESTIMONY
230	GF	THAT'S ALL I HAVE
	J	I HAVE NOT READ ALL THE EXHIBITS AND EXHIBITS FROM NIR ADMITTED PREVIOUSLY DON'T REMEMBER SUBORDINATION AGREEMENT
	GF	THERE IS NONE
	SW	DEFENDANT'S EXHIBIT K
	J	LEAD UP TO, HAVEN'T HAD A CHANCE TO STUDY ALL EXHIBITS LIKE TO DO SO DENY THE MOTION, IN LONG RUN WON'T MAKE ANY DIFFERENCE WANT TO LOOK AT CLOSELY BEFORE MAKING DECISION
	SW	SO I'M CLEAR ADDRESS MOTION TO DISMISS IN CLOSING
	J	YES, WE'LL GET TO THOSE ISSUES
	GF	CALL
	SWORN	WITNESS
	JB	JAMES W BERRY BACKGROUND, HISTORY OF INVOLVEMENT WITH REAL ESTATE CALLED HIDDEN LAKES? I DEVELOPED HIDDEN LAKES OWNED SINCE WHEN? PROPERTY I BOUGHT 1970 APPROXIMATELY WHEN I SAY YOU, ENTITY? BOUGHT PROPERTY PERSONALLY, TRANSFERRED TO HIDDEN LAKES?? HOW TO JV? BOOKKEEPER
	SW	OBJECTION
	J	MORE CLOSE ON TIME
	JB	WHEN DID JV SELL MOOSE MT PROPERTY? BELIEVE IN '06 SELL TO VP? YES TOOK BACK A MORTGAGE? PARDON WHEN JV SOLD JUST MOOSE MT, LOOK AT EXHIBIT AZ? WHAT WAS QUESTION
	JB	WHEN DID VP PURCHASE FROM JV? GIVES DATE WHAT DOCUMENT REPRESENT? SALE OF, LET ME READ IT; SALE OF WHAT WE CALL MOOSE MT EXHIBIT B, IDENTIFY IT? DESCRIPTION OF PROPERTY SOLD JV LLC TO VP INC DOCUMENT ENTITLED? MORTGAGE PURCHASE MONEY MORTGAGE? DON'T KNOW TERM BUT IF THAT'S WHAT YOU SAY IT IS SECURED PROMISSORY NOTE, IDENTIFIED A, SECURED BY B THE MORTGAGE, AGREE? YES EXHIBIT C
		EXHIBIT C TO WITNESS
	GF	BACK TO EXHIBIT D
	JB	DO YOU HAVE IT? YES WHAT IS IT? MODIFICATION TO PROMISSORY NOTE AND REAL ESTATE MORTGAGE THINGS AHEAD OF THAT? READING TITLE AT THE TOP STARTED 4 LINES DOWN? WANT ME TO READ RELEASE OF FIRST RIGHT OF REFUSAL, PROFIT SHARING ... READS FROM DOCUMENT THIS DOCUMENT ADMITTED, WHO BETWEEN? PARTIES IS VP INC PROPERTY OWNER AND JV LLC IN IT RECOGNIZES VP INTENDED TO SELL PROPERTY TO INITIALS, AWARE OF THAT? YES BACK TO C. RECOGNIZE C AT ALL? I DON'T REMEMBER IT WHAT'S TITLE OF IT? THIRD AMENDED AND RESTATED REAL PROPERTY IS YOUR ENTITY
	SW	OBJECT TO QUESTION MISSPOKE, MR BERRY NOT TESTIFIED RELATED TO VP
	JB	IS JV A SIGNING PARTY? JV LLC NOT PARTY THAT I CAN SEE

		EXHIBIT XXX, IDENTIFIED AND ADMITTED BY MR VILLELLI, SEEN BEFORE TODAY? NO UNDERSTAND WHAT IT IS? NO, NOT REALLY WHO FROM, AT THE TOP? NANCY ALBANESE TO WHO? WILLIAM STERLING KNOW WHO WILLIAM STERLING IS? THINK I KNOW, ATTORNEY FOR CHUCK REEVES CHUCK REEVES ENTITY, NAME? PEND OREILLE LIMITED PEND OREILLE BONNER DEVELOPMENT? YES RECORDED, SEE THAT? YES 5 TH ONE DOWN MORTGAGE, SEE THAT? YES DEF EXHIBIT F, WHAT IS IT? REAL ESTATE MORTGAGE FROM WHO? PEND OREILLE DEVELOPMENT TO JV LLC IS THIS THE DOCUMENT REFERRED TO IN EXHIBIT XXX ON ORDER OF RECORDING?
	SW	FOUNDATION AS TO KNOWLEDGE
	J	IF YOU KNOW SIR
	JB	BELIEVE SO WHAT REAL ESTATE IS EXHIBIT F ON? TRESTLE CREEK PROPERTY DATE OF RECORDING? JUNE 19, 2006 INSTRUMENT NUMBER? 706470
	GF	MOVE COURT TO ADMIT
	SW	ALREADY ADMITTED BY STIPULATED
	J	F IS ADMITTED
	GF	I DIDN'T HAVE
	J	REVIEW A, B, D, F, K, M, N THOSE ARE THE ONES I HAVE
	GF	MISTAKENLY LEFT F OUT
	J	GO AHEAD SIR
	JB	EXHIBIT XXX? REPEAT MORTGAGE FROM BAR K? YES SUBORDINATION FROM JV LLC? YES HOW SUBORDINATED TO BAR K AND WHY? IN ORDER FOR SALE TO GO THROUGH BAR K OR BARNEY INSISTED ON FIRST MORTGAGE ON MOOSE MT; WOULD NOT GIVE HIM FIRST MORTGAGE SO THEY EXCHANGED MOOSE MT FIRST FOR TRESTLE CREEK FIRST ORIGINAL DEBT HELD AND COLLECTED FROM VP IN ESCROW COLLECTION COMPANY? WITH ESCROW COMPANY I'M FAMILIAR WITH IT WHAT COMPANY? BONNER ESCROW EXHIBIT L ...
		EXHIBIT L TO WITNESS
	JB	UNPAID BALANCE ON TRESTLE CREEK? YES HOW LONG SINCE RECEIVED PAYMENT? HAVE TO LOOK 9-11-09 FIRST PAGE SHOW UNPAID PRINCIPAL BALANCE? 1,476,450.35 INTEREST
	SW	OBJECT DOCUMENT SPEAKS FOR ITSELF
	GF	MOVE TO ADMIT EXHIBIT L
	SW	NO OBJECTION
	J	EXHIBIT L WILL BE ADMITTED
	GF	LAST DATE INTEREST PAID TO
	JB	9-19-08
	GF	SINCE NOT ALLOWED IN FIRST CASE, CAN PUT ON SUBORDINATION
	SW	INTERPRETS
	J	THAT ISSUE RULED ON IN SUMMARY JUDGMENT THOSE ISSUES PREVIOUSLY DECIDED WILL NOT BE RE-LITIGATED
	GF	FIRST FRAUD SECOND DID JV RECEIVE CONSIDERATION
	J	THIRD WHO SIGNED
	GF	OFFER OF PROOF EXHIBIT E

	J	THOSE ISSUES DECIDED
	GF	NOT BE ABLE TO TESTIFY OR ADMIT
	SW	FOR THE RECORD, FOR MR FINNEY'S BENEFIT WE AGREE INDUCED FRAUDULENTLY BUT UNDERSTAND COURT'S RULING
	J	COURT'S RULING FRAUD NOT BY BANK BUT IF THERE WAS FRAUD BY PEND OREILLE BONNER DEVELOPMENT
	GF	THAT'S IT
252	SW	CROSS
	JB	EXHIBIT A AND B, SECURED NAME IN NAME OF TRUST, MORTGAGE IN NAME OF VP, INC, RECALL WHY DIFFERENCE? NO I DON'T MR FINNEY ASKED YOU ABOUT 3 RD AMENDED PURCHASE AND SELL AGREEMENT, WERE YOU AWARE MR VILLELLI NEGOTIATING SALE OF HIDDEN LAKE, MOOSE MT AND TRESTLE CREEK IN 2006? 2006 LET'S APPROACH IT DIFFERENT, EXHIBIT XXX? YES DATED JUNE 16, 2006 IN BOTTOM LEFT HAND CORNER? YES RELATED TO SOMETHING MR VILLELLI DOING AT TIME YOU WERE AWARE? TO FAR BACK, I DON'T RECALL AWARE TRYING TO SELL TO ANOTHER DEVELOPER? YES DISCUSS? PRIOR TO ACTUAL SALE YES? YES AWARE BAR K DEBT PAID, HEAR TESTIMONY BELIEVED PAID? BELIEVE I HEARD THAT YES YOUR UNDERSTANDING? I'M NOT SURE
254	SW	NOTHING FURTHER
	GF	JUST TO BACK UP PL'S EXHIBIT A, SECURED PROMISSORY NOTE
	JB	YES READ FIRST LINE, FOR VALUE RECEIVED? READS VP INC PROMISSORY NOTE FROM VP INC IS IT NOT? YES AND THE MORTGAGE FROM VP INC, EXHIBIT B FIRST LINE? VP INC, YES BACK TO FIRST PAGE, FIRST LINE? READS VP INC BACK AT A TELL US WHO ARE ALL SIGNERS OF PROMISSORY NOTE?
	SW	STIPULATE VP INC WAS
	J	OK WITH YOU
	GF	YES
	J	OK
	GF	SPEAKS FOR ITSELF
	J	OTHER QUESTIONS
	GF	NO
	SW	NO FOLLOW UP
257	GF	LAST WITNESS
	J	BACK AT QUARTER AFTER
257		OFF
318	J	PARTIES AND COUNSEL PRESENT MS WEEKS, REMARKS
	SW	IN CLOSING ADDRESS MR FINNEY'S MOTION TO DISMISS ALSO OUR CASE IS PLED, INDICATED CROSS CLAIM DIDN'T INDICATE SUBORDINATION NOTICE OF OUR PLEADING, EVERY BODY NAMED IS JUNIOR TO US SUBSTANCE OF CLAIM WHY NOW JUNIOR JUDICIAL ESTOPPEL, MR FINNEY CORRECT, AS OF JUNE 2006 JV LLC WAS AHEAD OF OUR VENDOR'S LIEN - INTENT AT THE TIME DISCUSSING SPECIFIC POINT IN TIME JUST LIKE STANDING IN LINE FOR MOVIE THEATER EVERYBODY HAS THEIR POSITION, NOT LOCKED IN STONE THAT IS OUR ARGUMENT JV LLC AFTER BAR K PAID OFF IN FIRST WE WERE IN SECOND WITH VENDOR'S LIEN

		<p>PACIFIC CAPITAL ASKED FOR JV LLC SUBORDINATION – UNDERSTAND FRAUDULENTLY INDUCED TO DO THAT HOWEVER, NO DRAG DOWN TO US, DON'T MOVE US BEHIND THEM AND BANK ORGANIZATION AT THAT TIME</p> <p>VENDOR'S LIEN FIRST PACIFIC CAPITAL SECOND JV LLC 3RD</p> <p>SUBORDINATION AGREEMENT VALID NO LAW OR STATUTE THAT ALLOWS ANOTHER LIEN HOLDER THAT PUTS ANOTHER LIEN HOLDER BEHIND THEM WHEN THEY SUBORDINATE AGREE AHEAD IN JUNE 2006 IN AUGUST 2008 STEPPED OUT OF LINE WHY JUNIOR TO US FOR THAT REASON WE CONTEND THEY ARE BEHIND US BASED ON SUBORDINATION</p>
	J	WHAT IF BANK IS AHEAD OF YOU
	SW	GOOD QUESTION, IF BANK AHEAD AND JV BEHIND THE BANK
	J	JUST CURIOUS
	SW	HAVEN'T RESEARCHED
322	J	MR FINNEY
	GF	<p>RENEWING MOTION TO DISMISS TRIED TO REVIEW NORTH IDAHO'S CROSS CLAIM CAN'T SEE SUBORDINATION AGREEMENT BETWEEN TWO PARTIES DOESN'T AFFECT ANY OTHER PARTY WHATSOEVER IF JV SUBORDINATE TO UNION BANK HAS NOTHING TO DO WITH CHANGING PRIORITY TO NIR NOT IN CROSS CLAIM JUDICIAL ESTOPPED, TESTIMONY VERY CLEAR JV FIRST, KNEW AMOUNT OWED FELT SAFE ABLE TO PAY IT; IF PAID WOULD STEP INTO JV'S SHOES STATUTE ... GENERAL LIENS STATUTE GOT JUDICIAL ESTOPPEL IF SOMETHING HAPPENED BECAUSE MR BERRY STEPPED OUT OF LINE MR VILLELLI KNOWS OF NO STIPULATION AGREED SIGNED BY FRAUD, DAMAGES – NO EVIDENCE WHAT THEY ARE – ACCRUING TO THEM; FRAUDULENT DOCUMENT THEY AGREE CAN'T USE TO SAY VALID AGREE FRAUDULENT, NO FORCE AND EFFECT</p>
325	GF	THAT'S ALL I HAVE
	J	MS WEEKS
	SW	<p>ADDRESS FRAUD ISSUE JUST RAISED IN THAT FRAUD ISSUE SAYING WE'RE BOUND BY FRAUDULENT ACT, NOT BANK WAS POBD WE'RE BOUND HAVE TO ACCEPT COURT'S RULING PART OF AGENCY ISSUE THIS COURT HAS MADE DECISION AND WE'RE BOUND SUBORDINATION AND STEPPING IN DIFFERENT STATUTE THAN IF STEP OUT OF PRIORITY CONTINUE TO MAINTAIN WE ARE IN PRIORITY COURT RULED VALID SUBORDINATION AGREEMENT</p>
327	GF	<p>ON ISSUE OF FRAUD DIDN'T CATCH STIPULATION ON WHO COMMITTED FRAUD MR BERRY SIGNED IT INDUCED BY FRAUD</p>



	J	APPRECIATE THAT TAKE UNDER ADVISEMENT GET YOU AND OPINION AS SOON AS I CAN IN RECESS
327		END

NUMBER OF TRANSCRIPT PAGES – 150 – DAY 2

TOTAL NUMBER OF PAGES FOR COURT TRIAL: 375 PAGES

DISTRICT COURT
SECOND JUDICIAL DISTRICT
STATE OF IDAHO



MICHAEL J. GRIFFIN
DISTRICT JUDGE
RESIDENT CHAMBERS IDAHO COUNTY

IDAHO COUNTY COURTHOUSE
320 WEST MAIN
GRANGEVILLE, ID 83530
(208) 983-2776
FAX (208) 983-2376
districtcourt@idahocounty.org

STATE OF IDAHO
County of Bonner
FILED Jun 3 2014
AT 10:29 O'CLOCK AM
CLERK, DISTRICT COURT
Deputy [Signature]

CLEARWATER COUNTY COURTHOUSE
P.O. BOX 586
OROFINO, ID 83544
CLERK (208) 476-5596
FAX (208) 476-5159

LEWIS COUNTY COURTHOUSE
P.O. BOX 39
NEZ PERCE, ID 83543
CLERK (208) 937-2251
FAX (208) 937-9233

June 2, 2014

Re: Union Bank v. Pend Oreille Bonner Development, CV 2011-135

Counsel:

I have filed Findings with respect to the liens of Union Bank, North Idaho Resorts, and JV, LLC. The clerk will be providing each of you conformed copies.

Any of you may submit a proposed final judgment consistent with those findings. I will be out of the office for several weeks due to a trial in Moscow, so if you could provide your proposed final judgment by the week of June 16th that would be appreciated.

Sincerely,

[Signature]

Michael J. Griffin
District Judge

John E. Miller
Attorney at Law
206 Indiana Avenue, Ste. 200
Coeur d'Alene, ID 83814

Gary A. Finney
Attorney at Law
Old Power House Building
120 East Lake Street, Ste. 317
Sandpoint, ID 83864

Susan P. Weeks
Attorneys at Law
1626 Lincoln Way
Coeur d'Alene, ID 83814

Clerk of the Court, Bonner County



CLERK OF DISTRICT COURT
JAN 12 2012
CLERK OF DISTRICT COURT

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNY OF BONNER

UNION BANK, N. A., a national banking	)	CASE NO. CV 2011-135
association,)	
)	
Plaintiff,	)	FINDINGS
)	
vs.)	
)	
PEND OREILLE BONNER)	
DEVELOPMENT, LLC, a Nevada)	
limited liability company, et al.)	
)	
Defendants.)	

BACKGROUND

In the early 1970's James Berry (hereafter referred to as JV, LLC) bought the Hidden Lakes Golf Course near Sandpoint, Idaho.

On October 20, 1995 JV, LLC sold the golf course and property, commonly called Moose Mountain, to Richard A. Villelli, Villelli Enterprises, Inc., Richard Villelli as trustee of the Richard Anthony Villelli and Marie Victoria Villelli Revocable Trust for \$2,264,500.00.

The debt was secured by a first position lien on the Moose Mountain property in favor of JV, LLC.

Pend Oreille Bonner Investments, LLC (POBD), an affiliate of MDG Nevada, Inc. developed a plan to re-model the Hidden Lakes Golf Course, build a club house, and sell lots in the surrounding Moose Mountain and Trestle Creek properties. To do this POBD needed to

acquire the golf course (later called the Idaho Club), Moose Mountain, and Trestle Creek properties.

An agreement was reached among several parties to accomplish this deal, and a contract was signed on March 9, 2006 (NIR exhibit AAA). A memorandum of that agreement was recorded on June 19, 2006 (NIR exhibit DDD).

Through the agreement POBD obtained the golf course, Moose Mountain, and Trestle Creek. The seller was North Idaho Resorts, LLC (NIR). NIR was actually several limited partners, including Villelli, Inc. (VP) and Pend Oreille Limited (POL). POL owned Moose Mountain and as part of the overall deal executed a deed to POBD for Moose Mountain. VP owned Hidden Lakes Golf Course and Trestle Creek and executed deeds to POBD for those properties. JV, LLC exchanged their first priority lien on Moose Mountain, together with their right of first refusal and right to share in profits from future sales of Moose Mountain lots in exchange for a first priority lien on Trestle Creek.

POBD assumed the loan to JV, LLC (original loan on Moose Mountain), a loan to R.E. Loans (RE), and agreed to pay NIR \$4,750,000.00 at closing, another approximately \$500,000.00 on a note, and share future revenues with NIR. If POBD undertook to make bulk sales of residential lots, then NIR had rights with respect to those lots. Also, when total revenues from the project exceeded \$80,000,000.00, then NIR would receive 20% of future revenues (from future sales of lots).

On March 15, 2007 a Partial Termination Agreement was recorded (NIR exhibit EEE). That agreement included two exhibits "A". One of the exhibits "A" was a description of the Trestle Creek property. On March 11, 2009 a photocopy of the same Partial Termination Agreement was re-recorded, but with only one exhibit "A" attached. The Trestle Creek property was not included in that exhibit "A".

The plaintiff (UB) loaned \$5,000,000.00 to POBD on March 7, 2008. The commercial mortgage was recorded March 25, 2008.

On July 31, 2008 a Subordination agreement was signed by JV, LLC (recorded August 6, 2008), which subordinated JV, LLC's first lien priority on Trestle Creek to UB's lien based on its commercial mortgage.

The golf course was developed and a club house built. The club house was later destroyed by fire.

The housing market suffered a significant setback during this development and only a portion of the lots for homes have been sold.

POBD has not reached the \$80,000,000.00 mark in revenues from lot sales.

POBD did pay NIR the note of approximately \$500,000.00.

POBD did pay the debt they assumed to RE.

POBD has not paid the debt they assumed to JV, LLC.

ISSUES

Does NIR have a vendor's lien on Trestle Creek? If so, does that lien have priority over the commercial mortgage lien of UB?

If NIR has a valid vendor's lien on Trestle Creek, is it superior to JV, LLC's lien on Trestle Creek?

DISCUSSION

All defendants, other than NIR and JV, LLC, have either stipulated that any lien they may have which is secured by Trestle Creek is inferior to UB's lien, or they have been defaulted.

The court previously entered Summary Judgment and ruled that JV, LLC's lien on Trestle Creek was inferior to UB's lien because of the Subordination Agreement, recorded August 6, 2008.

The court bifurcated the trial. The first portion of the trial was to determine the relative priorities between UB's lien on Trestle Creek and any lien in favor of NIR. The second portion of the trial was to determine the priority between JV, LLC's lien on Trestle Creek and any lien in favor of NIR on the same property.

Idaho Code 45-801 provides that "(O)ne who sells real property has a vendor's lien thereon, independent of possession, for so much of the price as remains unpaid and unsecured otherwise than by the personal obligation of the buyer."

Idaho Code 45-803 provides that the "liens of vendors and purchasers of real property are valid against every one claiming under the debtor, except a purchaser or encumbrancer in good faith and for value."

"Good faith" means the lack of actual or constructive knowledge of the applicable lien, Benz v. D. L. Evans Bank, 152 Idaho 215, 268 P.3d 1167 (2012).

The transfer of Trestle Creek to POBD was not executed by "NIR", but one of the limited partners that formed NIR. Trestle Creek was never deeded to NIR. As such NIR did not obtain a vendor's lien upon Trestle Creek.

Even if NIR had a vendor's lien it would only be for so much of the purchase price as remains unpaid and unsecured otherwise than by the personal obligation of POBD. NIR has received all of the benefit of its deal with POBD except a share of future bulk sales or its share of revenues in excess of \$80,000,000.00. NIR was paid \$4,750,000.00 at closing, was paid an additional note of approximately \$500,000.00, and POBD assumed both the RE Loans and JV, LLC loans.

The possibility of future bulk sales or revenues in excess of \$80,000,000.00 is unknown and open to speculation. NIR may or may not be due additional monies from POBD in the future, but NIR has received all of the monies guaranteed to it based upon the acquisition of Trestle Creek by POBD.

Therefore, if NIR has a vendor's lien it has no value.

Also assuming that NIR has a vendor's lien which has not been satisfied because of the possibility of future revenues based upon future bulk sales or sales of future lots resulting in gross revenues in excess of \$80,000,000.00, then NIR's lien is inferior to UB's lien because of the Partial Termination Agreement.

The partial termination agreement recorded March 17, 2007 (NIR exhibit EEE) releases the Trestle Creek property from NIR's vendor's lien. Mr. Villelli testified that there were no attachments to that agreement when he signed it, and he had no intention of releasing the Trestle Creek property from the vendor's lien. Mr. Villelli was a credible witness, however, UB was not a party to the partial termination agreement, and is entitled to rely upon the recorded title to Trestle Creek as it existed in 2008 when UB made its loan to POBD.

NIR argued that having two "Exhibit As" to the partial termination agreement should be notice to any subsequent encumbrancers that the vendor's lien still attached to Trestle Creek. That would require UB to guess whether or not both exhibit As were intended to be part of the agreement, or just one, and if just one exhibit A, then which one. UB, and any subsequent encumbrancer, is entitled to rely on the recorded title unless they had actual notice of a mistake (in this case an apparent mistake made by the title company). There is no evidence that UB had

notice of any mistakes in the recorded record of title to Trestle Creek when UB made its loan and/or security agreement with POBD.

The description of lands covered in both exhibit As to the partial termination agreement does not match the description of the real property included in the memorandum of sale from NIR to POBD (NIR exhibit DDD). Both documents include some of the same property, but each also contains legal descriptions of property not included in the other.

Mr. Villelli and Mr. Berry (JV, LLC) are experienced developers. If the housing market and economy had not taken the down turn in 2008, and if the club house had not burned, then perhaps all parties would have received the anticipated benefits of their investments.

Mr. Villelli testified that to put this development together it was necessary to transfer all title to the golf course, Moose Mountain, and Trestle Creek to POBD. Mr. Villelli testified that Mr. Berry agreed to forego his rights of first refusal and right to share in profits with regard to Moose Mountain, exchange his first lien priority on Moose Mountain for a first priority lien on Trestle Creek, and agreed to allow POBD to assume the loan VP, Inc. (Villelli) owed JV, LLC on the Moose Mountain purchase. The court found that testimony credible.

Thus, as of June 19, 2006 JV, LLC had a first priority lien on Trestle Creek that was superior to NIR's vendor's lien (if any) by virtue of the agreements between all of the parties. NIR conceded that any lien they had on Trestle Creek was in third place behind JV, LLC and RE Loans as of June 19, 2006.

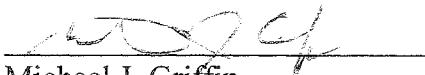
NIR argues that when JV, LLC signed the subordination agreement in July 2008 that agreement not only placed JV, LLC's lien on Trestle Creek behind UB's lien in priority, but also, in effect, put JV, LLC's lien behind all other lien holders. NIR argued that JV, LLC stepped out of first place and went to the back of the line.

The subordination agreement only referred to UB's loan, and only subordinated JV, LLC's lien to that of UB. Nothing in the agreement made any reference to any other liens.

CONCLUSION

UB's commercial loan lien is superior in priority to the lien of JV, LLC, and any vendor's lien of NIR on Trestle Creek. JV, LLC's lien on Trestle Creek is superior to any vendor's lien of NIR on the same property.

Dated this 30 day of June, 2014.


Michael J. Griffin
District Judge

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 30 day of June, 2014, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addresses to the following:

☒ mailed postage prepaid
☐ Facsimile transmitted to
☐ hand delivered

John E. Miller
Attorney at Law
206 Indiana Avenue, Ste. 200
Coeur d'Alene, ID 83814


Bruce Anderson
Attorney at Law
320 East Neider Avenue, Ste. 102
Coeur d'Alene, ID 83815

R. Wayne Sweeney
Jonathon D. Hallen
Attorneys at Law
601 E. Front Avenue, Ste. 502
Coeur d'Alene, ID 83814

Steven C. Wetzel
Susan P. Weeks
Attorneys at Law
1626 Lincoln Way
Coeur d'Alene, ID 83814

Gary A. Finney
John A. Finney
Attorneys at Law
Old Power House Building
120 East Lake Street, Ste. 317
Sandpoint, ID 83864

Rick L. Stacey
Attorney at Law
755 W. Front Street, Ste. 200
Boise, Idaho 83702


Clerk of the Court


Deputy

John E. Miller – ISB #4676
The Law Office of John E. Miller
A Professional Corporation
1424 E. Sherman Avenue, Suite 500
Coeur d'Alene, ID 83814
Telephone: (208) 665-9464
Facsimile: (208) 665-9176

Attorney for Plaintiff

STATE OF IDAHO
County of Bonner } ss
FILED 6/25/14
AT 4:00 O'CLOCK P M
CLERK DISTRICT COURT
DEPUTY

STATE OF IDAHO
County of Bonner } ss
FILED 7/12/14
AT 10:30 O'CLOCK A M
CLERK DISTRICT COURT
DEPUTY

DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT

STATE OF IDAHO, COUNTY OF BONNER

UNION BANK, N.A., a national banking	)	CASE NO. CV-2011-0135
association)	
)	
Plaintiff,	)	JUDGMENT AND DECREE OF
	)	FORECLOSURE AS TO ALL
vs.	)	DEFENDANTS
)	
PEND OREILLE BONNER)	
DEVELOPMENT, LLC, a Nevada limited)	
liability company, et al)	
)	
Defendants.)	

This matter came before this Court on May 12 and 13, 2014 for trial as to the remaining issues of priority of liens as to the subject real property (hereinafter sometimes referred to as the "Trestle Creek" property which is legally described on the attached Legal Description, Exhibit 1) claimed by UNION BANK, N.A. (hereinafter "UB"), NORTH IDAHO RESORTS, LLC (hereinafter "NIR") and JV, LLC (hereinafter "JV"). Said Legal

JUDGMENT AND DECREE OF
FORECLOSURE AS TO ALL DEFENDANTS

Description, Exhibit 1, is the corrected legal description of the subject real property following reformation thereof by preceding judgments of this Court as reaffirmed herein.

All other named defendants in this action have either stipulated to or had default judgments entered against them as to UB's priority AND to the correction by reformation of the Legal Description, Exhibit 1.

The Findings and Conclusions of this Court following trial were entered on or about June 3, 2014. In accordance with the Findings and Conclusions and the stipulations and/or default judgments previously entered it is now:

ORDERED, ADJUDGED AND DECREED that:

1. UB is the holder and successor in interest of a Revolving Term Note (herein the "Note") executed on or about the 7th day of March 2008, by the defendant, Pend Oreille Bonner Development, LLC (hereinafter "POBD"), in the face amount of \$5,000,000.00, due and payable on the maturity date of March 7, 2010.

2. On or about the 7th day of March 2008, and in consideration of the Note and in order to secure the Note, POBD granted to UB and executed and delivered to plaintiff a Commercial Mortgage, Security Agreement, and Assignment of Leases and Rents (herein the "Mortgage") securing the payment of, inter alia, the principal and interest of the Note. Said Mortgage was recorded March 25, 2008, as Instrument Nos. 748379 and 748380, records of Bonner County, State of Idaho. The real property, Trestle Creek, granted as security for said Note was legally described with a slight scrivener's error. This description mirrors the legal description attached to the Mortgage as its Exhibit "A". The Mortgage has never been satisfied nor discharged.

3. At the time of execution and delivery of the Mortgage to the Bank and the parties thereto intended that the legal description of the real estate granted as collateral to the Bank, Exhibit "A" to the Mortgage, was an accurate legal description of all of the parcels granted. Title insurance was purchased and the legal description utilized in preparation of

JUDGMENT AND DECREE OF
FORECLOSURE AS TO ALL DEFENDANTS

the Mortgage was obtained from said entity. A scrivener's error contained within said Exhibit "A" was not discovered until after the commencement of the pending action. The error is quite simple: the use of the word "West" instead of "East". Within the legal description for Parcel 1 at page 1 of Exhibit "A" to the Mortgage at the second line of the second paragraph, the document reads:

"Beginning at a point where the Section line between Sections 16 and 21, Township 57 North, Range 1 ~~West~~, Boise Meridian, intersects"

In fact the line should have been typed to read:

"Beginning at a point where the Section line between Sections 16 and 21, Township 57 North, Range 1 ~~West~~ **East**, Boise Meridian, intersects"

4. Based upon the scrivener's error judgment and decree has been granted, and is herein reaffirmed, reforming the legal description, Exhibit "A" to the Mortgage to wit: correcting the description to "Range 1 **East**" as noted.

5. Judgment and decree is granted that the Mortgage as reformed constitutes a validly recorded encumbrance and security interest in the real property in favor of UB.

6. The total outstanding obligation owed by POBD to UB as of *May 9*, 2013 is \$6,373,422.98 and default judgment in favor of UB in said total amount was entered by this Court on April 9, 2013 together with judgment and decree of foreclosure pending the outcome of the competing priority claims by and between UB, NIR and JV, LLC:

7. UB has a valid, duly perfected, secured lien upon the subject real and personal property more particularly described in the Mortgage senior to the interest of POBD. Following the May 12 and 13, 2014 trial, it is further adjudged that UB's lien is senior and superior in priority to the claimed vendor's lien of NIR. By virtue of the Partial Summary Judgment entered August 28, 2013 UB's lien is senior and superior in priority to the claimed lien of JV. In a bifurcated trial as to the competing claims of JV and NIR, it is adjudged that JV's lien is senior and superior in priority to the claimed vendor's lien of NIR.


JUDGMENT AND DECREE OF
FORECLOSURE AS TO ALL DEFENDANTS

8. UB's secured lien is superior in priority as to all named defendants as to the Trestle Creek real property.

9. The fair market value of the Trestle Creek property was evidenced and stipulated to be, and is hereby determined to be, \$2,475,000.00.

10. The liens and security interest of UB evidenced by the Note and Mortgage shall be foreclosed judicially and the subject real property shall be sold in accordance with and in the manner provided by Idaho law and as prayed for in plaintiff's First Amended Complaint.

DATED this 25th day of June 2014


MICHAEL J. GRIFFIN
DISTRICT JUDGE

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing document to be:

 X mailed postage prepaid
 facsimile

to the following address on this 14th day of July 2014:

John E. Miller
The Law Office of John E. Miller
A Professional Corporation
1424 E. Sherman Avenue, Suite 500
Coeur d'Alene, ID 83814

Facsimile: (208) 665-9176

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
320 East Neider Ave., Suite 102
Coeur d'Alene, ID 83815

Fax (208) 667-2150

JUDGMENT AND DECREE OF
FORECLOSURE AS TO ALL DEFENDANTS

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814

Fax (208) 666-4111

Susan P. Weeks
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814

Fax (208) 664-1684

Gary A. Finney
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

John A. Finney
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

Rick L. Stacey
Meuleman Mollerup LLP
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Fax (208) 336-9712


Deputy Clerk

JUDGMENT AND DECREE OF
FORECLOSURE AS TO ALL DEFENDANTS

LEGAL DESCRIPTION, EXHIBIT 1

Real property in the County of Bonner, State of Idaho, described as follows:

PARCEL 1:

That portion of the Southwest quarter of the Southwest quarter of Section 16, Township 57 North, Range 1 East, Boise Meridian, lying West of the State Highway No. 200 right of way and East of the Northern Pacific Railway right of way and lying North of the North line of the following described tract:

Beginning at a point where the Section line between Sections 16 and 21, Township 57 North, Range 1 East, Boise Meridian, intersects the State Highway on the Westerly side as it now exists; thence in a Northwesterly direction along the Westerly side of said Highway, 752 feet; thence in a Southwesterly direction, 97 feet; thence in a Southeasterly direction 672 feet to the Section line between Sections 16 and 21; thence East on said Section line between said Sections 16 and 21, 104.25 feet, more or less, to the place of beginning.

Said parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 15, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, lying Southwest of the right of way of State Highway No. 200 and Northeast of the right of way of Montana Rail link Railway, being a portion of that property described as Parcel 1 of Instrument No. 168846 and more particularly described as follows:

Commencing at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Northeasterly right of way of Montana Rail Link Railway which is South $88^{\circ} 10' 56''$ East, 944.95 feet from the Southwest corner of Section 16; thence leaving said South line and along said right of way North $23^{\circ} 38' 59''$ West, 672.00 feet to the true point of beginning; thence continuing along said right of way North $23^{\circ} 38' 59''$ West, 786.99 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter; thence leaving said right of way and along said North line South $88^{\circ} 43' 23''$ East, 241.38 feet to the Westerly right of way of State Highway No. 200; thence leaving said North line and along said right of way the following four (4) courses:

on a non-tangential curve to the right having a central angle of $01^{\circ} 19' 25''$ (radial bearing = South $73^{\circ} 15' 16''$ West), a radius of 768.50 feet, for an arc length of 17.75 feet (chord = South $16^{\circ} 06' 41''$ East, 17.75 feet); thence along a line offset 50.00 feet Westerly of and parallel to a spiral curve (centerline is = 200 feet, $a = 3.5$, $S = 7^{\circ}$) for a chord of South $10^{\circ} 43' 01''$ East, 193.87 feet); thence South $08^{\circ} 25' 19''$ East, 86.06 feet; thence on a curve to the left having a central angle of $13^{\circ} 56' 48''$, a radius of 1482.53 feet, for an arc length of 360.87 feet (chord = South $15^{\circ} 23' 43''$ East, 359.98 feet);

thence leaving said right of way South $44^{\circ} 37' 10''$ West, 106.45 feet (record = "Southwesterly 97 feet") to the true point of beginning.

PARCEL 2:

That part of the Southwest quarter of the Southwest quarter in Section 16, Township 57 North, Range 1 East of the Boise Meridian, lying South and West of the Burlington Northern Inc. Railway right of way and Government Lot 5 in Section 17, Township 57 North, Range 1 East of the Boise Meridian, save and

Said parcel is now described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 16, lying Southwest of Montana Rail Link Railroad right of way and Government Lot 5 of Section 17, all in Township 57 North, Range 1 East, of the Boise Meridian, Bonner County, Idaho, being a portion of that property described as Parcel 2 of Instrument No. 168846 and more particularly described as follows:

Beginning at the intersection of the South line of the Southwest quarter of the Southwest quarter of Section 16 and the Southwesterly right of way of Montana Rail Link Railway which is South $88^{\circ} 10' 56''$ East, 834.19 feet from the Southwest corner of Section 16; thence leaving said South line and along said right of way North $23^{\circ} 38' 59''$ West, 1457.84 feet to the intersection with the North line of the Southwest quarter of the Southwest quarter; thence leaving said right of way and along the North line of the Southwest quarter of the Southwest quarter, North $88^{\circ} 43' 23''$ West, 243.71 feet to the Northwest corner of the Southwest quarter of the Southwest quarter; thence along the North line of Government Lot 5 in Section 17, North $89^{\circ} 23' 45''$ West, 1223.84 feet to the meander line of Lake Pend Oreille, as defined by the original GLO Survey; thence leaving said North line and along said meander line the following two (2) courses:

South $52^{\circ} 55' 48''$ East, 561.00 feet; thence South $37^{\circ} 55' 48''$ East, 798.96 feet to a point on a line lying 350.00 feet North of and parallel to the South line of the Southwest quarter of the Southwest quarter of Section 16;

thence along said parallel line, South $88^{\circ} 10' 56''$ East, 281.27 feet to the West line of the said Southwest quarter of the Southwest quarter; thence continuing South $88^{\circ} 10' 56''$ East, 159.02 feet to the intersection with the centerline of Trestle Creek; thence along the centerline of Trestle Creek the following eight (8) courses:

South $52^{\circ} 54' 34''$ East, 63.58 feet; thence South $44^{\circ} 37' 26''$ East, 117.83 feet; thence South $42^{\circ} 08' 45''$ East, 77.28 feet; thence South $80^{\circ} 05' 07''$ East, 145.49 feet; thence South $55^{\circ} 15' 32''$ East, 86.34 feet thence South $46^{\circ} 56' 31''$ East, 113.98 feet; thence South $75^{\circ} 43' 10''$ East, 58.83 feet; thence South $37^{\circ} 48' 28''$ East, 27.37 feet to the intersection with the South line of the Southwest quarter of the Southwest quarter;

thence leaving said creek centerline and along said South line South $88^{\circ} 10' 56''$ East, 116.80 feet to the true point of beginning.

PARCEL 3:

A portion of the Northeast quarter of the Northwest quarter and Government Lot 1 in Section 21, Township 57 North, Range 1 East, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at a point where the South line of the Northeast quarter of the Northwest quarter of Section 21, Township 57 North, Range 1 East, Boise Meridian, Bonner County, Idaho, intersects the West line of the Northern Pacific Railroad Company right-of-way; thence 600 feet Northerly along said railroad right-of-way; thence West to the meander line of the lake; thence 600 feet Southerly to the the South line of Lot 1 of said Section 21.

on a non-tangential curve to the left having a central angle of $10^{\circ} 44' 25''$ (radial bearing = South $65^{\circ} 01' 49''$ West) a radius of 2664.79 feet, for an arc length of 499.53 feet (chord = North $30^{\circ} 20' 24''$ West, 498.80 feet); thence North $25^{\circ} 10' 12''$ West, 100.47 feet;

thence leaving said right of way and parallel to the South line of Government lot 1, North $88^{\circ} 55' 48''$ West, 936.05 feet to the meander line of Lake Pend Oreille as defined in the original GLO Survey; thence along said meander line the following two (2) courses:

South $14^{\circ} 25' 48''$ East, 271.54 feet; thence South $46^{\circ} 40' 48''$ East, 378.00 feet to the intersection with the South line of Government Lot 1;

thence along said South line South $88^{\circ} 55' 48''$ East, 748.52 feet to the Southeast corner of Government Lot 1; thence along the South line of the Northeast quarter of the Northwest quarter, South $88^{\circ} 55' 48''$ East, 139.54 feet to the true point of beginning.

Commonly known as: NNA, Sandpoint, ID 83864

CLERK OF DISTRICT COURT
BONNER COUNTY
PO BOX 1000
BOZEMAN, MT 59717

2014 JUL 15 AM 11:09

CLERK DISTRICT COURT

RECEIVED

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER
DISTRICT DIVISION

MINUTE ENTRY

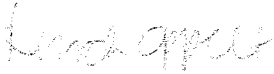
CASE NO. CV-2011-0135

CASE NAME: Union Bank, N.A. v. Pend Oreille Bonner Development, LLC, etal.

DATE: July 15, 2014

RE: Judgment and Decree of Foreclosure as to All Defendants

Judge Griffin called on July 15, 2014 and said he thought the Judgment was sent on June 25, 2014 by e-mail or fax to the Bonner County Courthouse, it was not received. On July 14, 2014 he re-faxed the Judgment and it was hand stamped June 25, 2014 at 4:00 pm. He said that since we received the Judgment on July 14, 2014 it should be clocked in on that day. I am crossing out the June 25th date, re-stamping the Judgment July 14, 2014 at 11:36 am as the date received, and faxing the Judgment to all parties.


LINDA OPPELT
Deputy Clerk

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JUL 15 AM 10 41

CLERK DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N. A., a national banking
association,

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC, a Nevada
limited liability company, et al.

Defendants.

CASE NO. CV 2011-135

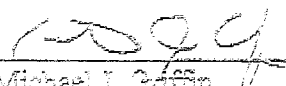
ORDER DENYING ATTORNEY
FEES

This court's final order affirming summary judgment in favor of the plaintiff as to all issues concerning JV, LLC, except costs and fees, was filed January 3, 2014. The plaintiff's memorandum of costs was filed January 23, 2014.

IRCP 54(d)(5) requires memorandums of costs be filed no later than 14 days after the court's order deciding all issues between the parties, except costs and fees.

Therefore, the plaintiff's request for costs and fees re: JV, LLC is denied.

Dated this 15-day of July, 2014.


Michael J. Griffin
District Judge

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 16th day of July, 2013, I caused to be served a true and correct copy of the foregoing to the following:

John E. Miller
Attorney at Law
206 Indiana Avenue, Ste. 200
Coeur d'Alene, ID 83814

Bruce Anderson
Attorney at Law
320 East Neider Avenue, Ste. 102
Coeur d'Alene, ID 83815

R. Wayne Sweeney
Jonathon D. Hallen
Attorneys at Law
601 E. Front Avenue, Ste. 502
Coeur d'Alene, ID 83814

Steven C. Wenzel
Susan P. Weeks
Attorneys at Law
1626 Lincoln Way
Coeur d'Alene, ID 83814

Gary A. Finney
John A. Finney
Attorneys at Law
Old Power House Building
120 East Lake Street, Ste. 317
Sandpoint, ID 83864

Rick L. Stacey
Attorney at Law
755 W. Front Street, Ste. 200
Boise, Idaho 83702

William Dutton-Sutton
Clerk of the Court

[Signature]
Deputy

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JUL 16 AM 10:52

CLERK DISTRICT COURT

DEPUTY

John E. Miller – ISB #4676
The Law Office of John E. Miller
A Professional Corporation
1424 E. Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814
Telephone: (208) 665-9464
Facsimile: (208) 665-9176

Attorney for Plaintiff

DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT

STATE OF IDAHO, COUNTY OF BONNER

UNION BANK, N.A., a national banking	)	CASE NO. CV-2011-0135
association)	
	)	PLAINTIFF'S MOTION FOR
Plaintiff,	)	ENLARGEMENT OF TIME FOR FILING OF
	)	AFFIDAVIT IN SUPPORT OF
vs.	)	MEMORANDUM OF ATTORNEY'S FEES
	)	AND COSTS AS TO DEFENDANT NORTH
PEND OREILLE BONNER	)	IDAHO RESORTS, LLC
DEVELOPMENT, LLC, a Nevada limited)	
liability company, et al)	
)	
Defendants.)	
)	

Plaintiff, UNION BANK, N.A., by and through its attorney of record, John E. Miller of *The Law Office of John E. Miller, A Professional Corporation*, and hereby moves the court for an enlargement of time to complete its Memorandum and supporting Affidavit of Counsel in Support of Memorandum of Attorney's Fees and Costs as to defendant NORTH IDAHO RESORTS, LLC in this matter. This Motion is based upon the fact that the service

PLAINTIFF'S MOTION FOR ENLARGEMENT
OF TIME FOR FILING OF AFFIDAVIT IN SUPPORT
OF MEMORANDUM OF ATTORNEY'S FEES
AND COSTS AS TO DEFENDANT NORTH IDAHO RESORTS, LLC:

copy of the Judgment and Decree of Foreclosure as to All Defendants was not delivered to the parties until July 14, 2014 following a June 25, 2014 entry of said Judgment. Further, the added time is needed based upon complexity of this case and the multiple defendants involved will additional time to fully scrutinize the statements delivered to the plaintiff to separate the costs and fees incurred ONLY in the prosecution and defense of the claims by NORTH IDAHO RESORTS, LLC so that the fees and costs requested reflect only the charges related to NORTH IDAHO RESORTS, LLC.

A hearing on this matter is not requested by the plaintiff and a proposed order enlarging time by an additional fourteen (14) days through and including July 28, 2014 is submitted herewith.

Dated: July 15, 2014. _

The Law Office of John E. Miller
A Professional Corporation



John E. Miller
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of July 2014, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

 X Facsimile transmitted to

PLAINTIFF'S MOTION FOR ENLARGEMENT
OF TIME FOR FILING OF AFFIDAVIT IN SUPPORT
OF MEMORANDUM OF ATTORNEY'S FEES
AND COSTS AS TO DEFENDANT NORTH IDAHO RESORTS, LLC:

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
320 East Neider Ave., Suite 102
Coeur d'Alene, ID 83815

Fax (208) 667-2150

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814

Fax (208) 666-4111

Susan P. Weeks
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814

Fax (208) 664-1684

Gary A. Finney
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

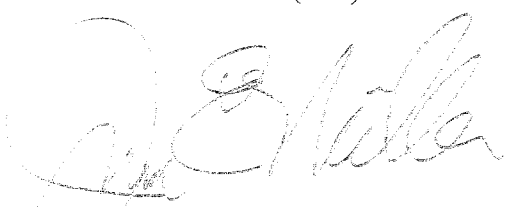
Fax (208) 263-8211

John A. Finney
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

Rick L. Stacey
Meuleman Mollerup LLP
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Fax (208) 336-9712



John E. Miller

PLAINTIFF'S MOTION FOR ENLARGEMENT
OF TIME FOR FILING OF AFFIDAVIT IN SUPPORT
OF MEMORANDUM OF ATTORNEY'S FEES
AND COSTS AS TO DEFENDANT NORTH IDAHO RESORTS, LLC:

PAGE -3-

1737

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JUL 23 PM 4 28

CLERK DISTRICT COURT

DEPUTY

DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT

STATE OF IDAHO, COUNTY OF BONNER

UNION BANK, N.A., a national banking
association

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC, a Nevada limited
liability company, et al

Defendants.


CASE NO. CV-2011-0135

ORDER FOR ENLARGEMENT OF TIME
FOR FILING OF AFFIDAVIT IN SUPPORT
OF MEMORANDUM OF ATTORNEY'S
FEES AND COSTS AS TO DEFENDANT
NORTH IDAHO RESORTS, LLC

The Court having been petitioned by counsel for the plaintiff to allow the plaintiff fourteen (14) days additional time to submit an Affidavit in Support of Memorandum of Attorney's Fees and Costs as to Defendant NORTH IDAHO RESORTS, LLC; and
Good Cause Appearing:

IT IS HEREBY ORDERED that the plaintiff's time to present its supporting Affidavit is extended to July 28, 2014.

Dated this 23rd day of July, 2014.


Michael J. Griffin
District Judge

ORDER FOR ENLARGEMENT OF TIME FOR
FILING OF AFFIDAVIT IN SUPPORT OF MEMORANDUM
OF ATTORNEY'S FEES AND COSTS AS TO DEFENDANT NORTH IDAHO RESORTS, LLC

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 25th day of July 2014, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

X Facsimile transmitted to

X Regular Mail to:

John E. Miller
The Law Office of John E. Miller
A Professional Corporation
1424 E. Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814

Fax: (208) 665-9176

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
320 East Neider Ave., Suite 102
Coeur d'Alene, ID 83815

Fax (208) 667-2150

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814

Fax (208) 666-4111

Susan P. Weeks
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814

Fax (208) 664-1684

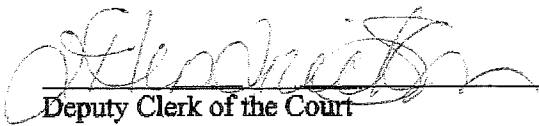
Gary A. Finney
John A. Finney
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

ORDER FOR ENLARGEMENT OF TIME FOR
FILING OF AFFIDAVIT IN SUPPORT OF MEMORANDUM
OF ATTORNEY'S FEES AND COSTS AS TO DEFENDANT NORTH IDAHO RESORTS, LLC

Rick L. Stacey
Meuleman Mollerup LLP
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Fax (208) 336-9712


Deputy Clerk of the Court

ORDER FOR ENLARGEMENT OF TIME FOR
FILING OF AFFIDAVIT IN SUPPORT OF MEMORANDUM
OF ATTORNEY'S FEES AND COSTS AS TO DEFENDANT NORTH IDAHO RESORTS, LLC

PAGE -3-

Susan P. Weeks, ISB #4255
 JAMES, VERNON & WEEKS, PA
 1626 Lincoln Way
 Coeur d'Alene, Idaho 83814
 Telephone: (208) 667-0683
 Facsimile: (208) 664-1684
 sweeks@jvwlaw.net

STATE OF IDAHO
 COUNTY OF BONNER
 FIRST JUDICIAL DIST.

2014 JUL 30 PM 4 51

CLERK DISTRICT COURT

DEPUTY

Attorneys for Defendant NORTH IDAHO RESORTS, LLC.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A., a national banking
 association,

Plaintiff,

vs.

PEND OREILLE BONNER
 DEVELOPMENT, LLC, a Nevada limited
 liability company, et al.

Defendants.

Case No. CV-2011-0135

DEFENDANT NORTH IDAHO RESORT,
 LLC'S MOTION FOR ENLARGMENT OF
 TIME

**AND ASSOCIATED
 COUNTERCLAIMS, CROSS-CLAIMS,
 AND THIRD-PARTY COMPLAINTS.**

COMES NOW Defendant, North Idaho Resorts, LLC, by and through its attorney of record Susan P. Weeks of the firm James, Vernon & Weeks, P.A. and hereby moves this Court, pursuant to Idaho Rules of Civil Procedure 6(b), for a one (1) day enlargement of time to July 30, 2014 within which to respond to Plaintiff's Motion for Attorney's Fees and Costs as to Defendant North Idaho Resorts, LLC. This motion is made by and for the reasons set forth in the memorandum filed concurrently with this motion.

DEFENDANT NORTH IDAHO RESORT LLC'S MOTION FOR ENLARGMENT OF TIME: 1

Concurrent to the enlargement of time for Defendant to respond, Defendant requests an enlargement of time of one (1) day for the Plaintiff to reply as to alleviate any prejudice to Plaintiff.

DATED this 30th day of July 2013

JAMES, VERNON & WEEKS, PA

By: Susan P. Weeks
Susan P. Weeks
Attorneys for Defendant NORTH IDAHO
RESORTS, LLC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 30th day of July, 2014.

____ U.S. Mail, Postage Prepaid
____ Hand Delivered
X Facsimile: 208-665-9176

John E. Miller
The Law Office of John E. Miller
1424 E. Sherman Avenue, Ste. 500
Coeur d'Alene, ID 83814

____ U.S. Mail, Postage Prepaid
____ Hand Delivered
X Facsimile: 208-263-8211

Gary A. Finney
FINNEY FINNEY & FINNEY, PA
120 E Lake St., Ste. 317
Sandpoint, ID 83864

____ U.S. Mail, Postage Prepaid
____ Hand Delivered
____ Overnight Mail
X Facsimile: 208-664-4125

R. Wayne Sweney
Lukins & Annis, P.S.
601 E Front Street, Suite 502
Coeur d'Alene, ID 83814-5155

____ U.S. Mail, Postage Prepaid
____ Hand Delivered
____ Overnight Mail
X Facsimile: 208-489-0110

Richard L. Stacey
McConnell Wagner Sykes & Stacey
755 West Front Street, Ste 200
Boise, ID 83702

____ U.S. Mail, Postage Prepaid
____ Hand Delivered
____ Overnight Mail
X Facsimile: 208-667-2150

Bruce A. Anderson
Elsaesser Jarzabek Anderson Elliott &
McDonald, Chtd.
320 E. Neider, #102
Coeur d'Alene, ID 83814

____ U.S. Mail, Postage Prepaid
____ Hand Delivered
X Facsimile: 208-263-8211

John Finney
FINNEY FINNEY & FINNEY, PA
120 E Lake St., Ste. 317
Sandpoint, ID 83864

Christine Elmore

Susan P. Weeks, ISB #4255
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, Idaho 83814
Telephone: (208) 667-0683
Facsimile: (208) 664-1684
sweeks@jvwlaw.net

Attorneys for Defendant NORTH IDAHO RESORTS, LLC.

CLERK OF DISTRICT COURT
COUNTY OF BONNER
JUDICIAL DIST.
JAN 13 - 6 P 4:21
CLERK DISTRICT COURT
AMH
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A., a national banking
association,

Plaintiff/Respondent,

vs.

NORTH IDAHO RESORTS, LLC, an
Idaho limited liability company,

Defendant/Appellant,

and

PEND OREILLE BONNER
DEVELOPMENT, LLC a Nevada limited
liability company, JV L.L.C., an Idaho
limited liability company, DAN
JACOBSON, an individual, SAGE
HOLDINGS LLC, an Idaho limited liability
company, TIMBERLINE
INVESTMENTS, LLC, an Idaho limited
liability company, STEVEN G. LAZAR, an
individual, AMY KORENGUT, an
individual, HLT REAL ESTATE LLC,
PANHANDLE STATE BANK, an Idaho
corporation, R.E. LOANS, LLC, a California
limited liability company, WELLS FARGO
CAPITAL FINANCE, LLC, a Delaware
limited liability company, PEND OREILLE
BONNER DEVELOPMENT HOLDINGS,
INC., a Nevada corporation, PENSCO
TRUST CO. custodian f/b/a Barney Ng, a
California corporation, MORTGAGE FUND
'08 LLC, a California limited liability
company, B-K LIGHTING, INC., a

Case No. CV-2011-0135

NOTICE OF APPEAL

FILING CATEGORY: L4

FILING FEE: \$129.00

Hon. Michael J Griffin presiding

California corporation, FREDERICK J. GRANT, an individual, CHRISTINE GRANT, an individual, RUSS CAPITAL GROUP, LLC, an Arizona limited liability company, JOSEPH DUSSICH, an individual, MOUNTAIN WEST BANK, an Idaho corporation, STATE OF IDAHO, Department of Revenue and Taxation, MONTAHENO INVESTMENTS LLC, a Nevada limited liability company, TOYON INVESTMENTS LLC, a Nevada limited liability company, CHARLES W. REEVES and ANN B. REEVES, husband and wife, ACI NORTHWEST, INC., an Idaho corporation, DOES 1 through 20 inclusive,

Defendants.

**AND ASSOCIATED
COUNTERCLAIMS, CROSS-CLAIMS,
AND THIRD-PARTY COMPLAINTS.**

TO: THE ABOVE NAMED PLAINTIFF/COUNTERDEFENDANT, UNION BANK, N.A. AND THE PARTIES' ATTORNEY, JOHN MILLER, AND THE CLERK OF THE ABOVE-ENTITLED COURT.

NOTICE IS HEREBY GIVEN THAT:

1. The above-named Appellant, North Idaho Resorts, Inc., appeal against the above-named Respondents, Union Bank, N.A., from the June 25, 2014 Judgment and Decree of Foreclosure as to all Defendants entered in the matter .
2. Appellants have a right to appeal to the Idaho Supreme Court and the judgment described in Paragraph 1 is an appealable order under and pursuant to Rule 11(a)(1), Idaho Appellate Rules.

3. A preliminary statement of the issues on appeal which the Appellants then intend to assert in the appeal; provided, such list of issues on appeal shall not prevent the Appellants from asserting other issues on appeal:

(a) Did the District Court err in granting priority to Plaintiff on the grounds enunciated therein?

4. No order has been entered sealing all or any portion of the record.

5. The Appellants request the preparation of the following portions of the reporter's transcript:

a. 05/12/2014 Court Trial for portion of trial between Union Bank vs. North Idaho Resorts, LLC, phase 1 of bifurcated trial.

6. The Appellants request the following records from the Clerk's records pursuant to I.A.R. 27(b).

01/28/2011 Complaint Filed - Complaint for Mortgage Foreclosure

02/23/2011 Notice Of Appearance

05/27/2011 Substitution Of Counsel - Steven Wetzel

09/26/2011 Affidavit of Dana L Rayborn Wetzel Re Automatic Stay

09/28/2011 Stay Order (re Mortgage Fund '08, LLC)

09/28/2011 Stay Order (re R.E. Loans, LLC)

05/14/2012 Notice of Hearing re: Plaintiff's Request to Lift the Stay Order of September 28, 2011

06/07/2012 Order Lifting Stay

06/15/2012 North Idaho Resorts, LLC's Answer to First Pacific Capital Bank, N.A.'s Amended Complaint, Counter Claim and Cross Claim

07/06/2012 Pacific Capital Bank, N.A.'s Reply to Counter Claim by North Idaho Resorts, LLC

07/09/2012 Notice of Name Change

08/29/2012 Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change

08/29/2012 Affidavit of Counsel in Support of Plaintiff's Motion to Amend The Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change

10/17/2012 Order Granting Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change

01/04/2013 Order Granting Second Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change

01/14/2013 Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change

01/14/2013 Affidavit of Counsel in Support of Plaintiff's Second Motion to Amend the Caption and Reference to Plaintiff in The First Amended Complaint by Virtue of Name Change

04/29/2013 R.E. Loans, LLC's Answer to North Idaho Resorts, LLC's Cross-Claim and Cross-Claim Against North Idaho Resorts, LLC

07/01/2013 Affidavit of Terrilyn S. Baron in Support of Moitons for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority

08/20/2013 Stipulation as to Claims of North Idaho Resorts, LLC Against R.E. Loans, LLC

08/20/2013 R.E. Loans, LLC Disclaimer of Interest In Trestle Creek

08/28/2013 Order Granting Partial Summary Judgment RE NIR in Part

09/27/2013 Stipulation to Continue Trial

09/30/2013 Order to Continue Trial - Granted

01/21/2014 Notice of Substitution of Handling Attorney

06/03/2014 Findings

06/25/2014 Judgment and Decree of Foreclosure as to all Defendants

07/15/2014 Minute Entry - Regarding Clock in Date of Judgment

7. Exhibits: Plaintiff's Exhibits 1, 2, 3, 4, 5, 6, 6A, 7, 8, 9, 10, 11 and 12; Defendant North Idaho Resorts, LLC's Exhibits AAA, BBB, CCC, DDD, EEE, FFF, GGG, HHH, III, JJJ, KKK, LLL, MMM, NNN, OOO, PPP, QQQ, RRR, SSS, TTT, UUU, VVV, and WWW are requested copied and sent to the Supreme Court.

8. I certify:

- (a) A copy of this notice of appeal has been served on the court reporter.
- (b) That the clerk of the district court has been paid the estimated fees for preparation of the reporter's transcript and clerk's record.
- (c) The appellate filing fee has been paid.
- (d) Service has been made upon all the parties required to be served pursuant to Idaho Appellate Rule 20.

DATED this 6th day of August, 2013.

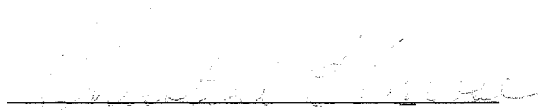
JAMES, VERNON & WEEKS, P.A.

By Susan P. Weeks
Susan P. Weeks
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 6th day of August, 2014.

<u> </u>	U.S. Mail, Postage Prepaid	John E. Miller
<u> </u>	Hand Delivered	The Law Office of John E. Miller
<u> X </u>	Facsimile: 208-665-9176	1424 E. Sherman Avenue, Ste. 500
		Coeur d'Alene, ID 83814
<u> </u>	U.S. Mail, Postage Prepaid	Gary A. Finney
<u> </u>	Hand Delivered	Finney, Finney & Finney, P.A.
<u> X </u>	Facsimile: 208-263-8211	120 E Lake St., Ste. 317
		Sandpoint, ID 83864
<u> </u>	U.S. Mail, Postage Prepaid	R. Wayne Sweney
<u> </u>	Hand Delivered	Lukins & Annis, P.S.
<u> </u>	Overnight Mail	601 E Front Street, Suite 502
<u> X </u>	Facsimile: 208-664-4125	Coeur d'Alene, ID 83814-5155
<u> </u>	U.S. Mail, Postage Prepaid	Richard L. Stacey
<u> </u>	Hand Delivered	McConnell Wagner Sykes Stacey
<u> </u>	Overnight Mail	755 West Front Street, Ste. 200
<u> X </u>	Facsimile: 208-489-0110	Boise, ID 83702
<u> </u>	U.S. Mail, Postage Prepaid	Bruce A. Anderson
<u> </u>	Hand Delivered	Elsaesser Jarzabek Anderson Elliott &
<u> </u>	Overnight Mail	McDonald, Chtd.
<u> X </u>	Facsimile: 208-667-2150	320 E. Neider, #102
		Coeur d'Alene, ID 83814
<u> </u>	U.S. Mail, Postage Prepaid	John Finney
<u> </u>	Hand Delivered	Finney, Finney & Finney, P.A.
<u> X </u>	Facsimile: 208-263-8211	120 E Lake St., Ste. 317
		Sandpoint, ID 83864
<u> X </u>	U.S. Mail, Postage Prepaid	Keith Evans
<u> </u>	Hand Delivered	K & K Reporting
<u> </u>	Overnight Mail	310 Main Street
		Lewiston, ID 83501



GARY A. FINNEY
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
120 East Lake Street, Suite 317
Sandpoint, Idaho 83864
Phone: 208-263-7712
Fax: 208-263-8211
ISB Nos. 1356

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT
2014 AUG 8 PM 4 16
CLERK OF DISTRICT COURT
IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A., a national	)	Case No. CV-2011-00135
banking association,)	
	)	NOTICE OF APPEAL
Plaintiff/Respondent,	)	JV L.L.C.
)	
vs.	)	I.A.R. 17
)	
JV L.L.C., an Idaho limited	)	Category: L.4.
liability company,	)	Fee: \$129.00
)	
Defendant/Appellant,	)	Honorable Michael J. Griffin
	)	presiding
And)	
)	
NORTH IDAHO RESORTS, LLC, an)	
Idaho limited liability)	
company,)	
)	
Defendant/Appellant,)	
)	
And)	
)	
PEND OREILLE BONNER DEVELOPMENT,)	
LLC, a Nevada limited liability)	
company, DAN JACOBSON, an)	
individual, SAGE HOLDINGS LLC,)	
an Idaho limited liability)	
company, TIMBERLINE)	
INVESTMENTS, LLC, an Idaho)	
limited liability company,)	
STEVEN G. LAZAR, an individual,)	

an individual, AMY KORENGUT, an
individual, HLT REAL ESTATE
LLC, PANHANDLE STATE BANK, an
Idaho corporation, R.E. LOANS,
LLC, a California limited
liability company, WELLS FARGO
FOOTHILL, INC, a Delaware
corporation, PEND OREILLE
BONNER DEVELOPMENT HOLDINGS,
INC., a Nevada corporation,
PENSCO TRUST CO. custodian
f/b/a Barney Ng, a California
corporation, MORTGAGE FUND '08
LLC, a California limited
liability company, B-K
LIGHTING, INC., a California
corporation, FREDERICK J.
GRANT, an individual, CHRISTINE
GRANT, an individual, RUSS
CAPITAL GROUP, LLC, an Arizona
limited liability company,
JOSEPH DUSSICH, an individual,
MOUNTAIN WEST BANK, an Idaho
corporation, STATE OF IDAHO,
Department of Revenue and
Taxation, MONTAHENO INVESTMENTS
LLC, a Nevada limited liability
company, TOYON INVESTMENTS LLC,
a Nevada limited liability
company, CHARLES W. REEVES and
ANN B. REEVES, husband and
wife, ACI NORTHWEST, INC., an
Idaho corporation, DOES 1
through 20 inclusive,

Defendants.

AND ASSOCIATED COUNTERCLAIMS,
CROSS-CLAIMS AND THIRD-PARTY
COMPLAINTS.

TO: THE ABOVE NAMED PLAINTIFF/RESPONDENT, UNION BANK, N.A. AND
THE PARTIES' ATTORNEY JOHN E. MILLER, AND THE CLERK OF THE ABOVE
ENTITLED COURT.

NOTICE IS HEREBY GIVEN THAT:

1. The Defendant, JV L.L.C., hereby appeals, as the Appellant, against the above named Respondent UNION BANK, N.A., to the Idaho Supreme Court from the Judgment And Decree Of Foreclosure As To All Defendants, dated June 25, 2014, and physically filed July 14, 2014, the Honorable Judge Michael J. Griffin, District Judge, presiding.

2. The party JV L.L.C. has a right to appeal to the Idaho Supreme Court, and the judgment or orders described in paragraph 1 above are appealable orders under and pursuant to Rule 11(a)(1), I.A.R.

3. A preliminary statement of the issues on appeal which the Appellant intends to assert in the appeal; provided, any such list of issues on appeal shall not prevent the Appellant from asserting other issues on appeal, include:

(a) The Court erred in denying JV's Motion for Judgment on the Pleadings, as the Court stated it considered only the pleadings; however the pleadings, being true, would require JV's Motion to be granted.

(b) The Court erred in granting Partial Summary Judgment to the Plaintiff, as having 1st mortgage priority based on a Subordination Agreement. JV (James Berry) filed an uncontested Affidavit establishing defenses to the Subordination Agreement, that was no agreement with Plaintiff, there was no consideration to JV, and that JV's

(James Berry) signature and signing of the Subordination Agreement was obtained by fraud and therefore was rescinded.

(c) The signature of JV (James Berry) on the Subordination Agreement was based on fraudulent representations by Pend Oreille Bonner Development (POBD).

(d) The Affidavits of JV (James Berry) created genuine issues of material fact on genuine material issues, and so the Courts' summary judgment orders were improper.

(e) JV filed a Motion to Reconsider. The law is that the Court is required to consider new facts/evidence on JV's Motion to Reconsider, but the Court refused to do so.

(f) The Court erred in consideration of the Affidavits of Plaintiff's Attorney John Miller and Plaintiff's witness Terrilyn S. Baron.

(g) The Court, by letter, and without any notice or opportunity to be heard, denied JV the right to participate in trial on the defense to Plaintiff's action, even denying JV's attorney the right to seated at counsel table.

(h) In open Court, on the record, at the commencement of trial, the Court denied JV's attorney the right to sit at counsel table or to participate in defense whatsoever to Plaintiff's action.

(i) The matters referred to in paragraphs (g) and (h) above, denied JV the constitutional right of due process.

There was no notice and no opportunity to be heard at a reasonable hearing. The Court's last minute "bifurcation" of the trial was error.

(j) The Court, on JV's Motion to Compel Production of a global settlement agreement between the Plaintiff, lender bank, and "POBD", the property owner, furnished defense counsel only a version as "redacted" by the Plaintiff/Plaintiff's Attorney(s). The Court stated that this document could lead to discoverable evidence, and the Court then denied JV a short trial continuation to conduct the further discovery.

(k) The Plaintiff failed to submit any necessary evidence at the Trial on the dollar amount of the promissory note debt for which Plaintiff was seeking a mortgage foreclosure. The Court had no facts as to the dollar amount in its findings or conclusion, yet had an exact dollar amount show up in its final Judgment.

(l) The Court's findings, conclusions, and judgment failed to mention or give any relief to JV on the promissory note and mortgage held by JV. There was no relief granted to JV, at all.

(m) The global settlement (redacted) stated that the Plaintiff's Lender and POBD were only extending the indebtedness due date by one (1) year and that all loan

agreements/documents remained otherwise as written. The loan agreements/documents disclosed that \$5.0 million was posted as a cash security for the loan (of \$5.0 million). The Court erred in not finding that the Plaintiff Bank was paid by taking the \$5.0 million cash security and therefore there was no indebtedness to foreclose on the Bank's Mortgage.

4. Has an order been entered sealing all or any portion of the record? NO. If so, what portion? N/A.

5. (a) Is a reporter's transcript requested? YES, simultaneously herewithin.

(b) The appellant requests the preparation of the following portions of the reporter's transcript in BOTH hard copy and electronic format: The reporter's standard transcript as defined in Rule 25(c), I.A.R. including the following:

(i) Hearing held 4/19/2013 on JV's Motion for Judgment on the Pleadings (Motion was filed 3/20/2013)

(ii) Hearing held 7/29/2013 on Plaintiff's Motion for Partial Summary Judgment

(iii) Hearing held 12/20/2013 on JV's Motion to Alter/Reconsider/Amend the Court's Order Granting Partial Summary Judgment to Plaintiff - (Note: Court Reporter: None listed on Idaho Repository)

(iv) The Court Trial, starting 5/12/2014 and through its completion on 5/13/2014, including District

Judge's oral bench remarks, statements and rulings
before trial actually started

6. The appellant requests the following documents to be
included in the clerk's record in addition to those automatically
included under Rule 28, I.A.R.:

- (a) 1/28/2011 Complaint for Mortgage Foreclosure
- (b) 5/17/2011 First Amended Complaint
- (c) 8/29/2011 JV, LLC Answer to First Amended
Complaint, Counterclaim and Cross Claim
- (d) 9/14/2011 ACI Northwest, Inc's Answer to First
Amended Complaint
- (e) 9/28/2011 Stay Order (re: Mortgage Fund '08, LLC)
- (f) 9/28/2011 Stay Order (re: R.E. Loans, LLC)
- (g) 11/15/2011 Order of Reassignment
- (h) 6/7/2012 Order Lifting Stay
- (i) 6/15/2012 North Idaho Resorts, LLC's Answer to
First Pacific Capital Bank, N.A.'s Amended
Complaint, Counter Claim and Cross Claim
- (j) 7/6/2012 Pacific Capital Bank, N.A.'s Reply to
Counter Claim by North Idaho Resorts, LLC
- (k) 7/9/2012 Pacific Capital Bank, N.A.'s Reply to
Counter Claim by JV, LLC
- (l) 3/20/2013 Motion for Judgment on the Pleadings
(IRCP 12c) by Defendant JV, LLC and Notice of
Hearing
- (m) 3/20/2013 JV, LLC's Memorandum - IN Support of
its Motion for Judgment on the Pleadings (IRCP
12c)
- (n) 4/4/2013 JV, LLC's Supplemental Memorandum - In
Support of its Motion for Judgment on the
Pleadings And Correction to Paragraph VII, 5 and
Waiver of Oral Argument
- (o) 4/8/2013 Memorandum - In Support of Plaintiff's
Opposition to Motion to Judgment on the Pleadings
by JV, LLC
- (p) 4/8/2013 Affidavit of John E. Miller in Support
of Opposition to JV, LLC's Motion for Judgment on
the Pleadings
- (q) 4/12/2013 Affidavit of Terrilyn S. Baron in
Support of Opposition to JV, LLC's Motion for
Judgment on the Pleadings
- (r) 4/18/2013 JV, LLC's Reply to Plaintiff's
Memorandum in Support of Plaintiff's Opposition

- to Motion for Judgment on the Pleadings by JV, LLC and ...
- (s) 4/18/2013 JV, LLC's Motion to Strike Bank's Memorandum and the Supporting Affidavit of Terrilyn S. Baron
 - (t) 5/1/2013 Order Denying Motion for Judgment on the Pleadings
 - (u) 7/1/2013 Plaintiff's Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority
 - (v) 7/1/2013 Affidavit of John E. Miller in Support of Motions for Partial Summary Judgments Re Reformation and Priority
 - (w) 7/1/2013 Affidavit of Terrilyn S. Baron in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority
 - (x) 7/1/2013 Affidavit of Rick Lynskey in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority
 - (y) 7/1/2013 Supplemental Affidavit of Rick Lynskey in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority
 - (z) 7/15/2013 JV, LLC's Affidavit of James W. Berry in Opposition to Plaintiff's Motion for Partial Summary Judgment
 - (aa) 7/15/2013 JV, LLC's Memorandum in Opposition to Plaintiff's Motion for Partial Summary Judgment
 - (bb) 7/23/2013 Plaintiff's Reply Memorandum to Defendant JV, LLC's Opposition to Plaintiff's Motion for Partial Summary Judgment
 - (cc) 8/12/2013 James W. Berry's Affidavit in Opposition to R.E. Loans's Motion for Partial Summary Judgment
 - (dd) 8/20/2013 R.E. Loans, LLC Disclaimer of Interest in Trestle Creek
 - (ee) 8/28/2013 Memorandum on Partial Summary Judgment RE JV, LLC
 - (ff) 8/28/2013 Order Granting Partial Summary Judgment RE JV, LLC
 - (gg) 9/19/2013 JV, LLC's Motion to Alter and Amend Order Granting Partial Summary Judgment RE: JV, LLC, and Motion to Reconsider
 - (hh) 1/3/2014 Amended Findings and Conclusions
 - (ii) 1/3/2014 Order Affirming Partial Summary Judgment Re: JV, LLC

- (jj) 3/19/2014 JV, LLC's Motion to Compel the Union Bank Plaintiff to Produce Documents, Motion to Vacate and Continue Trial, and Request for Expedited Telephone Hearing
- (kk) 3/20/2014 JV, LLC's Supplement to Motion to Compel the Union Bank Plaintiff to Produce Documents
- (ll) 4/17/2014 Order re: Discovery
- (mm) 5/1/2014 Letter from Court to all Parties
- (nn) 5/8/2014 JV L.L.C.'s Answer to North Idaho Resorts, LLC's Cross-Claim
- (oo) 5/9/2014 JV LLC's Objection and Motion to Set Aside the Court's Letter to Counsel, Dated April 30, 2014
- (pp) 6/3/2014 Letter from Court to Parties
- (qq) 6/3/2014 Findings
- (rr) 7/14/2014 Judgment and Decree of Foreclosure as to all Defendants
- (ss) 7/15/14 Minute Entry - Regarding Clock in Date of Judgment

7. The appellant requests the following documents, charts, or pictures offered or admitted as exhibits to be copies and sent to the Supreme Court: All exhibits submitted by the Plaintiff, and all exhibits submitted by JV L.L.C., and all exhibits submitted by North Idaho Resorts.

8. I certify:

(a) That a copy of this notice of appeal has been served on the reporter of whom transcripts have been requested as named below at the address set out below:

Name and address: Keith Evans
K & K Reporting
310 Main Street
Lewiston, ID 83501

(b) That the clerk of the district court has been paid the estimated fee for preparation of the reporter's transcripts in

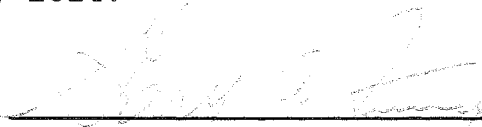
the sum of \$200.00, Finney Finney & Finney P.A. Check No. 20407;

(c) That the clerk of the district court has been paid the estimated fee for preparation of the clerk's records in the sum of \$100.00; included in Finney Finney & Finney P.A. Check No. 20407;

(d) That the appellate filing fee has been paid in the amount of \$129.00 included in Finney Finney & Finney P.A. Check No. 20407 in the total of \$429.00;

(e) That service has been made upon all parties required to be served pursuant to Rule 20.

Dated this 8th day of August, 2014.



GARY A. FINNEY
FINNEY FINNEY & FINNEY, P.A.
Attorney For Appellant
JV L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served as indicated, this _____ day of August, 2014, and addressed as follows:

Honorable Michael Griffin
District Judge
Idaho County Courthouse
320 W. Main Street
Grangeville, Idaho 83530
[Out of County Judge]
VIA FACSIMILE: 208-983-2376

John E. Miller
Attorney at Law
1424 Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814
[Attorney for UNION BANK, N.A.]
VIA FACSIMILE: 208-665-9176

Douglas S. Marfice
RAMSDEN & LYONS
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
[Attorneys for B-K LIGHTING, INC.]
VIA FACSIMILE: 208-664-5884

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
320 E. Neider Ave, Suite 102
Coeur d'Alene, ID 83815
[Attorneys for DAN S. JACOBSON,
SAGE HOLDING, LLC, AND STEVEN G.
LAZAR]
VIA FACSIMILE: 208-667-2150

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814
[Attorneys for MOUNTAIN WEST BANK]
VIA FACSIMILE: 208-664-4125

Brent Featherston
Featherston Law Firm, Chtd.
113 S. Second Avenue
Sandpoint, ID 83864
[Attorney for Pensco Trust Co.]
VIA FACSIMILE: 263-0400

Steven C. Wetzel
VERNON, JAMES, & WEEKS
1626 Lincoln Way
Coeur d'Alene, ID 83814-2971
[Attorney for NORTH IDAHO RESORTS,
LLC]
VIA FACSIMILE: 208-664-1684

John R. Layman
Patti Jo Foster
LAYMAN, LAYMAN & ROBINSON, PLLP
601 S. Division Street
Spokane, WA 99202
[Attorney for PEND OREILLE BONNER
DEVELOPMENT, LLC; PEND OREILLE BONNER
DEVELOPMENT HOLDINGS, INC.;
MONTAHENO INVESTMENTS, LLC; TOYON
INVESTMENTS, LLC;] - defaulted
VIA FACSIMILE: 509-624-2902

Richard L. Stacey
McConnell Wagner Sykes Stacey
755 W. Front St, Ste 200
Boise, ID 83702
[Attorney for R.E. LOANS, LLC]
VIA FACSIMILE: 208-489-0110

John A. Finney
Finney Finney & Finney, P.A.
120 East Lake St., Suite 317
Sandpoint, ID 83864-1366
[Attorney for ACI NORTHWEST, INC.]
VIA HAND DELIVERY

Keith Evans
K & K Reporting
310 Main Street
Lewiston, ID 83501
VIA US MAIL

Susan P. Weeks, ISB #4255
 JAMES, VERNON & WEEKS, PA
 1626 Lincoln Way
 Coeur d'Alene, Idaho 83814
 Telephone: (208) 667-0683
 Facsimile: (208) 664-1684
 sweeks@jvwlaw.net

CLERK OF DISTRICT COURT
 DISTRICT OF IDAHO
 2014 AUG 26 PM 4 45
 CLERK OF DISTRICT COURT
 DISTRICT OF IDAHO
 DEPT. 1

Attorneys for Defendant NORTH IDAHO RESORTS, LLC.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A., a national banking
 association,

Plaintiff./Respondent,

vs.

NORTH IDAHO RESORTS, LLC, an
 Idaho limited liability company,

Defendant/Appellant,

and

PEND OREILLE BONNER
 DEVELOPMENT, LLC a Nevada limited
 liability company, JV L.L.C., an Idaho
 limited liability company, DAN
 JACOBSON, an individual, SAGE
 HOLDINGS LLC, an Idaho limited liability
 company, TIMBERLINE
 INVESTMENTS, LLC, an Idaho limited
 liability company, STEVEN G. LAZAR, an
 individual, AMY KORENGUT, an
 individual, HLT REAL ESTATE LLC,
 PANHANDLE STATE BANK, an Idaho
 corporation, R.E. LOANS, LLC, a California
 limited liability company, WELLS FARGO
 CAPITAL FINANCE, LLC, a Delaware
 limited liability company, PEND OREILLE
 BONNER DEVELOPMENT HOLDINGS,
 INC., a Nevada corporation, PENSCO
 TRUST CO. custodian f/b/a Barney Ng, a
 California corporation, MORTGAGE FUND
 '08 LLC, a California limited liability
 company, B-K LIGHTING, INC., a

Case No. CV-2011-0135

FIRST AMENDED NOTICE OF APPEAL

Hon. Michael J Griffin presiding

California corporation, FREDERICK J. GRANT, an individual, CHRISTINE GRANT, an individual, RUSS CAPITAL GROUP, LLC, an Arizona limited liability company, JOSEPH DUSSICH, an individual, MOUNTAIN WEST BANK, an Idaho corporation, STATE OF IDAHO, Department of Revenue and Taxation, MONTAHEO INVESTMENTS LLC, a Nevada limited liability company, TOYON INVESTMENTS LLC, a Nevada limited liability company, CHARLES W. REEVES and ANN B. REEVES, husband and wife, ACI NORTHWEST, INC., an Idaho corporation, DOES 1 through 20 inclusive,

Defendants.

**AND ASSOCIATED
COUNTERCLAIMS, CROSS-CLAIMS,
AND THIRD-PARTY COMPLAINTS.**

TO: THE ABOVE NAMED PLAINTIFF/COUNTERDEFENDANT, UNION BANK, N.A. AND THE PARTIES' ATTORNEY, JOHN MILLER, AND THE CLERK OF THE ABOVE-ENTITLED COURT.

NOTICE IS HEREBY GIVEN THAT:

1. The above-named Appellant, North Idaho Resorts, Inc., appeal against the above-named Respondents, Union Bank, N.A., from the June 25, 2014 Judgment and Decree of Foreclosure as to all Defendants entered in the matter .
2. Appellants have a right to appeal to the Idaho Supreme Court and the judgment described in Paragraph 1 is an appealable order under and pursuant to Rule 11(a)(1), Idaho Appellate Rules.

3. A preliminary statement of the issues on appeal which the Appellants then intend to assert in the appeal; provided, such list of issues on appeal shall not prevent the Appellants from asserting other issues on appeal:

(a) Did the District Court err in granting priority to Plaintiff on the grounds enunciated therein?

4. No order has been entered sealing all or any portion of the record.

5. The Appellants request the preparation of the following portions of the reporter's transcript:

a. 05/12/2014 Court Trial for portion of trial between Union Bank vs. North Idaho Resorts, LLC, phase 1 of bifurcated trial.

6. The Appellants request the following records from the Clerk's records pursuant to I.A.R. 27(b).

01/28/2011 Complaint Filed - Complaint for Mortgage Foreclosure

02/23/2011 Notice Of Appearance

05/17/2011 First Amended Complaint

05/27/2011 Substitution Of Counsel - Steven Wetzel

09/26/2011 Affidavit of Dana L Rayborn Wetzel Re Automatic Stay

09/28/2011 Stay Order (re Mortgage Fund '08, LLC)

09/28/2011 Stay Order (re R.E. Loans, LLC)

05/14/2012 Notice of Hearing re: Plaintiff's Request to Lift the Stay Order of September 28, 2011

06/07/2012 Order Lifting Stay

06/15/2012 North Idaho Resorts, LLC's Answer to First Pacific Capital Bank, N.A.'s Amended Complaint, Counter Claim and Cross Claim

07/06/2012 Pacific Capital Bank, N.A.'s Reply to Counter Claim by North Idaho Resorts, LLC

07/09/2012 Notice of Name Change

08/29/2012 Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change

08/29/2012 Affidavit of Counsel in Support of Plaintiff's Motion to Amend The Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change

10/17/2012 Order Granting Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change

01/04/2013 Order Granting Second Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change

01/14/2013 Plaintiff's Motion to Amend the Caption and Reference to Plaintiff in the First Amended Complaint by Virtue of Name Change

01/14/2013 Affidavit of Counsel in Support of Plaintiff's Second Motion to Amend the Caption and Reference to Plaintiff in The First Amended Complaint by Virtue of Name Change

04/29/2013 R.E. Loans, LLC's Answer to North Idaho Resorts, LLC's Cross-Claim and Cross-Claim Against North Idaho Resorts, LLC

07/01/2013 Affidavit of Terrilyn S. Baron in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority

08/20/2013 Stipulation as to Claims of North Idaho Resorts, LLC Against R.E. Loans, LLC

08/20/2013 R.E. Loans, LLC Disclaimer of Interest In Trestle Creek

08/28/2013 Order Granting Partial Summary Judgment RE NIR in Part

09/27/2013 Stipulation to Continue Trial

09/30/2013 Order to Continue Trial - Granted

01/21/2014 Notice of Substitution of Handling Attorney

06/03/2014 Findings

06/25/2014 Judgment and Decree of Foreclosure as to all Defendants

07/15/2014 Minute Entry - Regarding Clock in Date of Judgment

7. Exhibits: Plaintiff's Exhibits 1, 2, 3, 4, 5, 6, 6A, 7, 8, 9, 10, 11 and 12;
Defendant North Idaho Resorts, LLC's Exhibits AAA, BBB, CCC, DDD, EEE, FFF, GGG,
HHH, III, JJJ, KKK, LLL, MMM, NNN, OOO, PPP, QQQ, RRR, SSS, TTT, UUU, VVV,
and WWW are requested copied and sent to the Supreme Court.

8. I certify:

- (a) A copy of this notice of appeal has been served on the court reporter.
- (b) That the clerk of the district court has been paid the estimated
fees for preparation of the reporter's transcript and clerk's record.
- (c) The appellate filing fee has been paid.
- (d) Service has been made upon all the parties required to be served
pursuant to Idaho Appellate Rule 20.

DATED this 26th day of August, 2013.

JAMES, VERNON & WEEKS, P.A.

By Susan P. Weeks
Susan P. Weeks
Attorneys for Plaintiff

CLERK OF DISTRICT COURT
NORTH IDAHO RESORTS, LLC
2014 SEP 5 AM 11 30
CLERK
7b

Susan P. Weeks, ISB #4255
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, Idaho 83814
Telephone: (208) 667-0683
Facsimile: (208) 664-1684
sweeks@jvwlaw.net

Attorneys for Defendant NORTH IDAHO RESORTS, LLC.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A., a national banking
association,

Plaintiff,

vs.

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company

Defendant,

Case No. CV-2011-0135


ORDER TO CONTINUE PLAINTIFF'S
MOTION FOR ATTORNEY'S FEES AND
COSTS AS TO DEFENDANT NORTH
IDAHO RESORTS, LLC

**AND ASSOCIATED COUNTERCLAIMS,
CROSS-CLAIMS, AND THIRD-PARTY
COMPLAINTS.**

THIS MATTER, having come before the Court upon the stipulation of the parties
and good cause appearing, the Court hereby orders the following:

NOW THEREFORE, it is hereby ordered that Plaintiff's Motion for Attorney
Fees and Costs as to Defendant North Idaho Resorts, LLC in the above matter scheduled
for September 8, 2014 shall be continued to a later date.

DATED this 5th day of September, 2014.

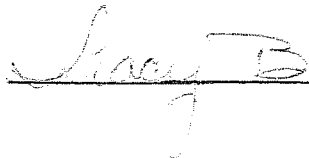

Michael J Griffin
Magistrate Judge

ORDER TO CONTINUE PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND
COSTS AS TO DEFENDANT NORTH IDAHO RESORTS, LLC: 1

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 5 day of September, 2014.

<u> </u>	U.S. Mail, Postage Prepaid	Susan P. Weeks
<u> </u>	Hand Delivered	JAMES, VERNON & WEEKS, PA
<u> ✓ </u>	Facsimile: 208-664-1684	1626 Lincoln Way Coeur d'Alene, Idaho 83814
<u> </u>	U.S. Mail, Postage Prepaid	John E. Miller
<u> </u>	Hand Delivered	The Law Office of John E. Miller
<u> ✓ </u>	Facsimile: 208-665-9176	1424 E. Sherman Avenue, Ste. 500 Coeur d'Alene, ID 83814
<u> </u>	U.S. Mail, Postage Prepaid	Gary A. Finney
<u> </u>	Hand Delivered	FINNEY FINNEY & FINNEY, PA
<u> ✓ </u>	Facsimile: 208-263-8211	120 E Lake St., Ste. 317 Sandpoint, ID 83864
<u> </u>	U.S. Mail, Postage Prepaid	R. Wayne Sweney
<u> </u>	Hand Delivered	Lukins & Annis, P.S.
<u> </u>	Overnight Mail	601 E Front Street, Suite 502
<u> ✓ </u>	Facsimile: 208-664-4125	Coeur d'Alene, ID 83814-5155
<u> </u>	U.S. Mail, Postage Prepaid	Richard L. Stacey
<u> </u>	Hand Delivered	McConnell Wagner Sykes & Stacey
<u> </u>	Overnight Mail	755 West Front Street, Ste 200
<u> ✓ </u>	Facsimile: 208-489-0110	Boise, ID 83702



ORDER TO CONTINUE PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS
AS TO DEFENDANT NORTH IDAHO RESORTS, LLC: 2

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT
2014 SEP 8 AM 10 03
CLERK OF DISTRICT COURT
JESSIE

John E. Miller, Idaho State Bar No. 4676
The Law Office of John E. Miller
A Professional Corporation
1424 E. Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814
Telephone: (208) 665-9464
Facsimile: (208) 665-9176
Email: jmillerlaw@frontier.com

Attorney for UNION BANK, N.A.

DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT

STATE OF IDAHO, COUNTY OF BONNER

UNION BANK, N.A., a national banking
association

Plaintiff,

vs.

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company, JV
L.L.C., an Idaho limited liability company,
DAN S. JACOBSON, an individual, SAGE
HOLDINGS LLC, an Idaho limited liability
company, TIMBERLINE INVESTMENTS,
LLC, an Idaho limited liability company,
STEVEN G. LAZAR, an individual, AMY
KORENGUT, an individual, HLT REAL
ESTATE LLC, an Idaho limited liability
company, PANHANDLE STATE BANK, an
Idaho corporation, R.E. LOANS, LLC, a
California limited liability company, WELLS
FARGO CAPITAL FINANCE, LLC, a

) CASE NO. CV 2011-0135

)
) **PLAINTIFF'S THIRD MOTION TO**
) **AMEND THE CAPTION AND**
) **REFERENCE TO PLAINTIFF IN THE**
) **FIRST AMENDED COMPLAINT BY**
) **VIRTUE OF NAME CHANGE**

**PLAINTIFF'S THIRD MOTION TO AMEND THE CAPTION
AND REFERENCE TO PLAINTIFF IN THE FIRST
AMENDED COMPLAINT BY VIRTUE OF NAME CHANGE**

Delaware limited liability company, NORTH IDAHO RESORTS, LLC, an Idaho limited liability company, PEND OREILLE BONNER DEVELOPMENT HOLDINGS, INC., a Nevada corporation, PENSICO TRUST CO. custodian f/b/a Barney Ng, a California corporation, MORTGAGE FUND '08 LLC, a California limited liability company, B-K LIGHTING, INC., a California corporation, FREDERICK J. GRANT, an individual, CHRISTINE GRANT, an individual, RUSS CAPITAL GROUP, LLC, an Arizona limited liability company, JOSEPH DUSSICH, an individual, MOUNTAIN WEST BANK, an Idaho corporation, STATE OF IDAHO, Department of Revenue and Taxation, MONTAHENO INVESTMENTS LLC, a Nevada limited liability company, TOYON INVESTMENTS LLC, a Nevada limited liability company, CHARLES W. REEVES and ANN B. REEVES, husband and wife, ACI NORTHWEST, INC., an Idaho corporation, DOES 1 through 20 inclusive.

Counter defendants.

AND RELATED COUNTER AND CROSS CLAIMS

COMES NOW the plaintiff and counter defendant, UNION BANK, N.A., (sometimes hereinafter referred to as the “Bank” or “plaintiff”), by and through its attorney of record, John E. Miller of *The Law Office of John E. Miller, A Professional Corporation*, and respectfully moves this Court for an order Amending the Caption and All References to the Plaintiff in this


**PLAINTIFF'S THIRD MOTION TO AMEND THE CAPTION
AND REFERENCE TO PLAINTIFF IN THE FIRST
AMENDED COMPLAINT BY VIRTUE OF NAME CHANGE**

matter in the First Amended Complaint and the subsequent judgment in plaintiff's favor to reflect the fact that the plaintiff AND JUDGMENT HOLDER, subsequent to the trial in this matter and contemporaneously with entry of judgment formally changed its name from UNION BANK, N.A. to MUFG UNION BANK, N.A.

This Motion is based upon the pleadings and records on file herein, the Affidavit of Counsel filed in support of this motion, and upon such other and further material as may be presented at the hearing of this matter.

Dated this 8th day of September 2014

*The Law Office of John E. Miller
A Professional Corporation*

By: 
John E. Miller, Esq.
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of September 2014, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

☐ mailed postage prepaid
☒ Facsimile transmitted to
☐ hand delivered

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
1400 Northwood Center Court, Suite C
Coeur d'Alene, ID 83814

Fax (208) 667-2150

**PLAINTIFF'S THIRD MOTION TO AMEND THE CAPTION
AND REFERENCE TO PLAINTIFF IN THE FIRST
AMENDED COMPLAINT BY VIRTUE OF NAME CHANGE**

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814

Fax (208) 666-4111

Susan P. Weeks
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814

Fax (208) 664-1684

Gary A. Finney
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

John A. Finney
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

Rick L. Stacey
McCONNELL WAGNER SYKES & STACEY
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Fax (208) 489-0110



John E. Miller

**PLAINTIFF'S THIRD MOTION TO AMEND THE CAPTION
AND REFERENCE TO PLAINTIFF IN THE FIRST
AMENDED COMPLAINT BY VIRTUE OF NAME CHANGE**

STATE OF IDAHO
County of Bonner
FILED
AT _____ O'CLOCK _____ M
CLERK, DISTRICT COURT
Deputy

John E. Miller - ISB #4676
The Law Office of John E. Miller
A Professional Corporation
206 Indiana Avenue, Suite 200
Coeur d'Alene, ID 83814
Telephone: (208) 665-9464
Facsimile: (208) 665-9176
Email: jmillerlaw@frontier.com

Attorney for Plaintiff

DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT

STATE OF IDAHO, COUNTY OF BONNER

UNION BANK, N.A.,

Plaintiff,

vs.

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company, et al

Defendants.

) **CASE NO. CV 2011-0135**
)
) **ORDER GRANTING PLAINTIFFS**
) **REQUEST FOR ALL INTERESTED**
) **PARTIES TO APPEAR**
) **TELEPHONICALLY AT ITS MOTION**
) **CALENDAR FOR HEARING ON**
) **SEPTEMBER 29, 2014 AT 2:30 PM.**
)
)
)
)


Plaintiff's request to appear, and to allow any other interested party to appear, telephonically at the hearing on plaintiff's motion to amend having been made to the Court, and good cause appearing therefor;

ORDER GRANTING MOTION TO APPEAR
TELEPHONICALLY

IT IS HEREBY ORDERED, that the plaintiff's Request to Allow the Parties to Appear Telephonically at the hearing of its Motion shall be and is hereby GRANTED.

Plaintiff shall coordinate with the Clerk to schedule the conference call and advise the parties hereto of the call-in information should they wish to appear telephonically as well.

DATED this 10th day of September 2014.



Michael Griffin
District Judge

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 10th day of September 2014, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

☒ mailed postage prepaid 9-15-14
☒ Facsimile transmitted to 9-11-14
☐ hand delivered

John E. Miller –
The Law Office of John E. Miller
A Professional Corporation
1424 E. Sherman Ave., Suite 300
Coeur d'Alene, ID 83814

Fax: (208) 665-9176

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
1400 Northwood Center Court, Suite C
Coeur d'Alene, ID 83814

Fax (208) 667-2150

ORDER GRANTING MOTION TO APPEAR
TELEPHONICALLY

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814

Fax (208) 666-4111

Susan P. Weeks
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814

Fax (208) 664-1684

Gary A. Finney
FINNEY FINNEY & FINNEY, P.A.
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

John A. Finney
FINNEY FINNEY & FINNEY, P.A.
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

Rick L. Stacey
McCONNELL WAGNER SYKES & STACEY
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Fax (208) 489-0110


Clerk

ORDER GRANTING MOTION TO APPEAR
TELEPHONICALLY

TAXATION, MONTAHERNO)
INVESTMENTS, LLC, a Nevada limited)
liability company, TOYON INVESTMENTS,)
LLC, a Nevada limited liability company,)
CHARLES W. REEVES and ANNE B.)
REEVES, husband and wife, ACI)
NORTHWEST, INC., an Idaho corporation,)
and DOES 1 through 20, inclusive,)
Defendants.)

The Appeal is from the JUDGMENT AND DECREE OF FORECLOSURE AS TO ALL DEFENDANTS filed in District Court July 14, 2014. It appears that the July 14, 2014, Judgment does not comply with the new provisions of I.R.C.P. 54(a) because it contains prior procedure and it does not begin with "JUDGMENT IS ENTERED AS FOLLOWS". In addition, the Notice of Appeal is not in compliance with Idaho Appellate Rule 17 because it does not designate which parties are Counterclaimants/Counterdefendants, Cross Claimants/Cross Defendants, or Third Party Plaintiffs/Third Party Defendants; therefore,

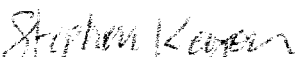
IT HEREBY IS ORDERED that the NOTICE OF APPEAL be, and hereby is, CONDITIONALLY DISMISSED, for the reason a final judgment has not been entered. The Appellant must obtain a final judgment that complies with the July 1, 2014, changes to I.R.C.P. 54(a) from District Court within twenty-one (21) days from the date of this Order. If Appellant cannot obtain a final judgment within twenty-one (21) days, Appellant shall file a RESPONSE with this Court as to why a final judgment was not entered.

IT FURTHER IS ORDERED that in the event the appeal continues Appellant shall file an AMENDED NOTICES OF APPEAL in compliance with Idaho Appellate Rule 17 designating the parties as they appeared in District Court. The Amended Notice of Appeal shall be filed in the District Court within fourteen (14) days from the date of reinstatement.

IT FURTHER IS ORDERED that this appeal is SUSPENDED until further notice.

DATED this 16 day of September, 2014.

For the Supreme Court


Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk
District Court Reporter
District Court Judge

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT

2014 SEP 19 PM 11 32

CLERK D. L. RAY

DEPLA

DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT

STATE OF IDAHO, COUNTY OF BONNER

UNION BANK, N.A.,

Plaintiff and Counter-Defendant,

vs.

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company, JV
L.L.C., an Idaho limited liability company,
DAN S. JACOBSON, an individual, SAGE
HOLDINGS LLC, an Idaho limited liability
company, TIMBERLINE INVESTMENTS,
LLC, an Idaho limited liability company,
STEVEN G. LAZAR, an individual, AMY
KORENGUT, an individual, HLT REAL
ESTATE LLC, an Idaho limited liability
company, PANHANDLE STATE BANK, an
Idaho corporation, R.E. LOANS, LLC, a
California limited liability company, WELLS
FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company, NORTH
IDAHO RESORTS, LLC, an Idaho limited
liability company, PEND OREILLE BONNER
DEVELOPMENT HOLDINGS, INC., a
Nevada corporation, PENSICO TRUST CO.
custodian f/b/a Barney Ng, a California
corporation, MORTGAGE FUND '08 LLC, a
California limited liability company, B-K

) CASE NO. CV 2011-0135
)
) SUMMARY JUDGMENT AS TO JV, LLC
)
)
) RULE 54(b) CERTIFICATE

SUMMARY JUDGMENT AS TO JV, LLC.
RULE 54(b) CERTIFICATE


LIGHTING, INC., a California corporation,)
 FREDERICK J. GRANT, an individual,)
 CHRISTINE GRANT, an individual, RUSS)
 CAPITAL GROUP, LLC, an Arizona limited)
 liability company, JOSEPH DUSSICH, an)
 individual, MOUNTAIN WEST BANK, an)
 Idaho corporation, STATE OF IDAHO,)
 Department of Revenue and Taxation,)
 MONTAHEO INVESTMENTS LLC, a)
 Nevada limited liability company, TOYON)
 INVESTMENTS LLC, a Nevada limited)
 liability company, CHARLES W. REEVES and)
 ANN B. REEVES, husband and wife, ACI)
 NORTHWEST, INC., an Idaho corporation)
)
 Defendants and Counter-Claimants.)
)

JUDGMENT IS ENTERED AS FOLLOWS:

IT IS ORDERED, ADJUDGED AND DECREED that the commercial mortgage recorded by the plaintiff on March 25, 2008 and secured by the Trestle Creek Property has priority over the mortgage recorded on June 19, 2006 by JV, LLC and secured by the same property; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the legal description of the Trestle Creek Property shall in all respects refer to Range 1 East, Boise Meridian thereby correcting a scrivener's err.

DATED this 19 day of September 2014.


 Michael Griffin
 District Judge

SUMMARY JUDGMENT AS TO JV, LLC.
 RULE 54(b) CERTIFICATE

WITH RESPECT to the issues determined by the above SUMMARY JUDGMENT
AS TO JV, LLC,

IT IS HEREBY ORDERED pursuant to and in accordance with Rule 54(b), I.R.C.P.
that the Court has determined that there is no just reason for delay of the entry of a final
judgment and the Court has and does hereby direct that the above judgment or order shall be
a final judgment upon which execution may issue and an appeal may be taken as provided by
the Idaho Appellate Rules.

DATED this 19 day of September 2014



Michael J. Griffin
District Judge

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 23 day of Sept 2014, I caused to be served
a true and correct copy of the foregoing by the method indicated below, and addressed to the
following:

☒ mailed postage prepaid
☒ Facsimile transmitted to
☐ hand delivered

John E. Miller – ISB #4676
The Law Office of John E. Miller
A Professional Corporation
1424 E. Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814

Fax: (208) 665-9176

SUMMARY JUDGMENT AS TO JV, LLC.
RULE 54(b) CERTIFICATE

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
320 East Neider Ave., Suite 102
Coeur d'Alene, ID 83815

Fax (208) 667-2150

R. Wayne Sweeney
Jonathon D. Hallin.
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814

Fax (208) 666-4111

Susan P. Weeks
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814

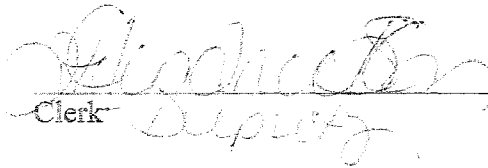
Fax (208) 664-1684

Gary A. Finney
John A. Finney
FINNEY FINNEY & FINNEY, P.A.
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

Rick L. Stacey
McCONNELL WAGNER SYKES & STACEY
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Fax (208) 489-0110


Clerk

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT

2014 SEP 19 AM 11 32

CLERK OF DISTRICT COURT

RECEIVED

DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT

STATE OF IDAHO, COUNTY OF BONNER

UNION BANK, N.A., a national banking association	)	CASE NO. CV-2011-0135
)	
Plaintiff and Counter-Defendant	)	JUDGMENT AND DECREE OF
	)	FORECLOSURE AS TO NORTH IDAHO
vs.	)	RESORTS, LLC
)	
PEND OREILLE BONNER)	
DEVELOPMENT, LLC, a Nevada limited liability company, JV L.L.C., an Idaho limited liability company, DAN S. JACOBSON, an individual, SAGE HOLDINGS LLC, an Idaho limited liability company, TIMBERLINE INVESTMENTS, LLC, an Idaho limited liability company, STEVEN G. LAZAR, an individual, AMY KORENGUT, an individual, HLT REAL ESTATE LLC, an Idaho limited liability company, PANHANDLE STATE BANK, an Idaho corporation, R.E. LOANS, LLC, a California limited liability company, WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, NORTH IDAHO RESORTS, LLC, an Idaho limited liability company, PEND OREILLE BONNER	)	RULE 54(b) CERTIFICATE

JUDGMENT AND DECREE OF FORECLOSURE
AS TO NORTH IDAHO RESORTS, LLC

DEVELOPMENT HOLDINGS, INC., a)
 Nevada corporation, PENSICO TRUST)
 CO. custodian f/b/a Barney Ng, a)
 California corporation, MORTGAGE)
 FUND '08 LLC, a California limited)
 liability company, B-K LIGHTING, INC.,)
 a California corporation, FREDERICK J.)
 GRANT, an individual, CHRISTINE)
 GRANT, an individual, RUSS CAPITAL)
 GROUP, LLC, an Arizona limited liability)
 company, JOSEPH DUSSICH, an)
 individual, MOUNTAIN WEST BANK,)
 an Idaho corporation, STATE OF)
 IDAHO, Department of Revenue and)
 Taxation, MONTAHERO)
 INVESTMENTS LLC, a Nevada limited)
 liability company, TOYON)
 INVESTMENTS LLC, a Nevada limited)
 liability company, CHARLES W.)
 REEVES and ANN B. REEVES, husband)
 and wife, ACI NORTHWEST, INC., an)
 Idaho corporation)
)
 Defendants and Counter-claimants.)
)
)
)

JUDGMENT IS ENTERED AS FOLLOWS:

IT IS ORDERED, ADJUDGED AND DECREED that the vendor's lien claim of North Idaho Resorts, LLC is dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the commercial mortgage recorded by the plaintiff on March 25, 2008 and secured by the Trestle Creek

JUDGMENT AND DECREE OF FORECLOSURE
AS TO NORTH IDAHO RESORTS, LLC


Property has priority over any vendor's lien claim of North Idaho Resorts, LLC as to the same property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the legal description of the Trestle Creek Property shall in all respects refer to Range 1 East, Boise Meridian thereby correcting a scrivener's err; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the fair market value of the Trestle Creek property is hereby determined to be, \$2,475,000.00; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the liens and security interest of UB evidenced by its Note and Mortgage shall be foreclosed judicially and the subject real property shall be sold in accordance with and in the manner provided by Idaho law and as prayed for in plaintiff's First Amended Complaint.

DATED this 19 day of September 2014.



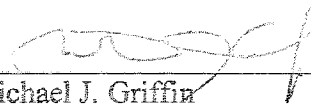
Michael Griffin
District Judge

WITH RESPECT to the issues determined by the above JUDGMENT AND
DECREE OF FORECLOSURE AS TO NORTH IDAHO RESORTS, LLC

JUDGMENT AND DECREE OF FORECLOSURE
AS TO NORTH IDAHO RESORTS, LLC

IT IS HEREBY ORDERED pursuant to and in accordance with Rule 54(b), I.R.C.P. that the Court has determined that there is no just reason for delay of the entry of a final judgment and the Court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DATED this 12 day of Sept 2014



Michael J. Griffin
District Judge

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 23 day of Sept 2014, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

☒ mailed postage prepaid
☒ Facsimile transmitted to
☐ hand delivered

John E. Miller –
The Law Office of John E. Miller
A Professional Corporation
1424 E. Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814

Fax: (208) 665-9176

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
320 East Neider Ave., Suite 102
Coeur d'Alene, ID 83815

Fax (208) 667-2150

JUDGMENT AND DECREE OF FORECLOSURE
AS TO NORTH IDAHO RESORTS, LLC

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814

Fax (208) 666-4111

Susan P. Weeks
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814

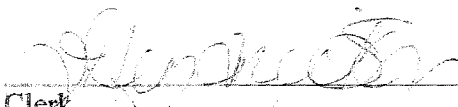
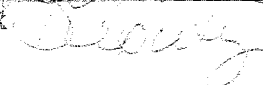
Fax (208) 664-1684

Gary A. Finney
John A. Finney
FINNEY FINNEY & FINNEY, P.A.
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

Rick L. Stacey
McCONNELL WAGNER SYKES & STACEY
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Fax (208) 489-0110


Clerk 

JUDGMENT AND DECREE OF FORECLOSURE
AS TO NORTH IDAHO RESORTS, LLC

GARY A. FINNEY
 FINNEY FINNEY & FINNEY, P.A.
 Attorneys at Law
 Old Power House Building
 120 East Lake Street, Suite 317
 Sandpoint, Idaho 83864
 Phone: (208) 263-7712
 Fax: (208) 263-8211
 ISB No. 1356

2014 SEP 23 PM 2 35

CLERK OF DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A., a national	)	Case No. CV-2011-00135
banking association,)	
	)	JV L.L.C.'S OBJECTION TO
Plaintiff,	)	PLAINTIFF'S THIRD MOTION TO
	)	AMEND CAPTION AND REFERENCE TO
	)	PLAINTIFF BASED ON DISTRICT
	)	COURT LACK OF JURISDICTION
vs.)	
)	
PEND OREILLE BONNER)	
DEVELOPMENT, LLC, a Nevada)	
limited liability company, et)	
al,)	
)	
Defendants.)	
)	

COMES NOW JV L.L.C., and objects to Plaintiff's Third Motion to Amend the Caption and Reference to Plaintiff. The Plaintiff has cited no authority, but a Motion to Amend is pursuant to I.R.C.P. 15. This action is on Appeal to the Idaho Supreme Court, and the only issue at the District Court level is the Plaintiff's pending Motion for Attorney Fees and Costs

against NIR. Otherwise the District Court has no jurisdiction,
and the Plaintiff's Motion should be denied.

DATED this 23rd day of September, 2014.


GARY A. FINNEY
Attorney at Law

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the
foregoing was served as indicated, this 23 day of
September, 2014, and addressed as follows:

Honorable Michael Griffin
District Judge
Idaho County Courthouse
320 W. Main Street
Grangeville, Idaho 83530
[Out of County Judge]
VIA FACSIMILE: 208-983-2376

John E. Miller
Attorney at Law
1424 Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814
[Attorney for UNION BANK, N.A]
VIA FACSIMILE: 208-665-9176

Douglas S. Marfice
RAMSDEN & LYONS
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
[Attorneys for B-K LIGHTING, INC.]
VIA FACSIMILE: 208-664-5884

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
320 E. Neider Ave, Suite 102
Coeur d'Alene, ID 83815
[Attorneys for DAN S. JACOBSON,
SAGE HOLDING, LLC, AND STEVEN G. LAZAR]
VIA FACSIMILE: 208-667-2150

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, PS
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814
[Attorneys for MOUNTAIN WEST BANK]
VIA FACSIMILE: 208-664-4125

Brent Featherston
Featherston Law Firm, Chtd.
113 S. Second Avenue
Sandpoint, ID 83864
[Attorney for Pensco Trust Co.]
VIA FACSIMILE: 263-0400

Steven C. Wetzel
Susan Weeks
VERNON, JAMES, & WEEKS
1626 Lincoln Way
Coeur d'Alene, ID 83814-2971
[Attorney for NORTH IDAHO RESORTS, LLC]
VIA FACSIMILE: 208-664-1684

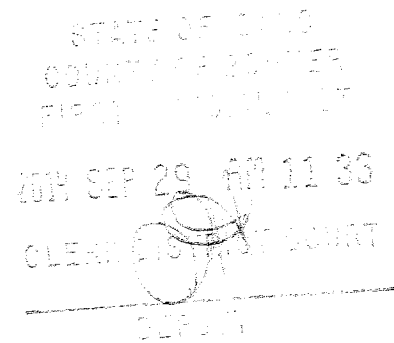
John R. Layman
Patti Jo Foster
LAYMAN, LAYMAN & ROBINSON, PLLP
601 S. Division Street
Spokane, WA 99202
[Attorney for PEND OREILLE BONNER DEVELOPMENT, LLC; PEND OREILLE
BONNER DEVELOPMENT HOLDINGS, INC.;
MONTAHENO INVESTMENTS, LLC; TOYON INVESTMENTS, LLC;] - defaulted
VIA FACSIMILE: 509-624-2902

Richard L. Stacey
McConnell Wagner Sykes Stacey
755 W. Front St, Ste 200
Boise, ID 83702
[Attorney for R.E. LOANS, LLC]
VIA FACSIMILE: 208-489-0110

John A. Finney
Finney Finney & Finney, P.A.
120 East Lake St., Suite 317
Sandpoint, ID 83864-1366
[Attorney for ACI NORTHWEST, INC.]
VIA HAND DELIVERY



Bruce Anderson, ISB #3392
 ELSAESSER JARZABEK ANDERSON
 ELLIOTT & MACDONALD, CHTD.
 320 East Neider Avenue, Suite 102
 Coeur d'Alene, ID 83815
 Tel: (208) 667-2900
 Fax: (208) 667-2150



Attorney for Defendants, Dan S. Jacobson, Sage Holdings, LLC and Steven G. Lazar ("Sage")

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A.,

Plaintiff,

vs.

PEND OREILLE BONNER DEVELOPMENT, LLC, a Nevada limited liability company, JV L.L.C., an Idaho limited liability company, DAN S. JACOBSON, an individual, SAGE HOLDINGS LLC, an Idaho limited liability company, TIMBERLINE INVESTMENTS, LLC, an Idaho limited liability company, STEVEN G. LAZAR, an individual, AMY KORENGUT, an individual, HLT REAL ESTATE LLC, an Idaho limited liability company, PANHANDLE STATE BANK, an Idaho corporation, R.E. LOANS, LLC, a California limited liability company, WELLS CAPITAL FINANCE, LLC., a Delaware limited liability company, NORTH IDAHO RESORTS, LLC, an Idaho limited liability company, PEND OREILLE BONNER DEVELOPMENT HOLDINGS, INC., a Nevada corporation, PENSICO TRUST CO. custodian f/b/a Barney Ng, a California corporation, MORTGAGE FUND '08 LLC, a California limited liability company, B-K LIGHTING, INC, a California corporation, FREDERICK J. GRANT, an individual, CHRISTINE GRANT, an individual, RUSS CAPITAL GROUP, LLC, an Arizona limited liability company, JOSEPH DUSSICH, an individual, MOUNTAIN WEST BANK, an Idaho corporation, STATE OF IDAHO, Department of Revenue and Taxation, MONTAHENO INVESTMENTS LLC, a Nevada limited liability company, TOYON INVESTMENTS, LLC, a Nevada limited liability company, CHARLES W.

Case No. CV-2011-0135

STATEMENT OF NO OBJECTION


REEVES and ANN B. REEVES, husband and wife,
ACI NORTHWEST, INC., an Idaho corporation,

Defendants.

COME NOW, the Defendants, Dan S. Jacobson, Sage Holdings, LLC, and Steven G. Lazar ("Sage"), by and through their attorney of record, Bruce A. Anderson of Elsaesser Jarzabek Anderson Elliott & Macdonald, Chtd., and states they have no objection to the Motion to Amend Caption and Reference to Plaintiff, filed September 8, 2014. Unless required by the Court, Bruce Anderson will not be present at the telephonic hearing set for September 29, 2014, at 2:30 p.m. before Judge Griffin.

Respectfully submitted this 29th day of September, 2014.

ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD.



Bruce A. Anderson
Attorney for Defendants Dan S. Jacobson,
Sage Holdings, LLC and Steven G. Lazar

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th day of September, 2014, a true and correct copy of
STATEMENT OF NO OBJECTION, was served by the
method indicated below on the following parties:

John E. Miller
The Law Office of John E. Miller
206 E. Indiana Ave. Ste. 200
Coeur d'Alene, ID 83814
Fax: (208) 665-9176

☐ U.S. MAIL
☐ HAND DELIVERED
☐ OVERNIGHT MAIL
☒ FAX

Gary A. Finney
John Finney
Finney Finney & Finney
120 E. Lake Street, Ste. 317
Sandpoint, ID 83864
Fax (208) 263-8211

☐ U.S. MAIL
☐ HAND DELIVERED
☐ OVERNIGHT MAIL
☒ FAX

Susan Weeks
James, Vernon & Weeks, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814
Fax (208) 664-1684

☐ U.S. MAIL
☐ HAND DELIVERED
☐ OVERNIGHT MAIL
☒ FAX

R. Wayne Sweeney
Lukins & Annis PS
601 E. Front Ave., Ste 502
Coeur d'Alene, ID 83814
Fax (208) 664-4125

☐ U.S. MAIL
☐ HAND DELIVERED
☐ OVERNIGHT MAIL
☒ FAX

Richard Stacey
Anna Eberlin
Mueleman Mollerup LLP
755 W. Front Street, Ste 200
Boise, ID 83702
Fax (208) 336-9712

☐ U.S. MAIL
☐ HAND DELIVERED
☐ OVERNIGHT MAIL
☒ FAX

Honorable Judge Griffin
Second District Court
320 W. Main St.
Grangeville, ID 83530
Fax (208) 983-2376

☐ U.S. MAIL
☐ HAND DELIVERED
☐ OVERNIGHT MAIL
☒ FAX


Bryce A. Anderson

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER .
COURT MINUTES

September 29, 2014, at 2:30 p.m.
Grangeville, Idaho .

District Judge Presiding: Michael J. Griffin

Reporter: Keith Evans

Tape: District

Clerk: KathyJ

Union Bank,

Plaintiff(s),

Pend Oreille, et al,

Defendant(s).

Case No. CV 11-0135

Appearance for Plaintiff: John Miller

Appearance for Defendant: Susan Weeks, Gary Finney, John Finney, Chad NicholSEN

Subject of Proceedings: Motion

BE IT KNOWN, that the following proceedings were had, to-wit:

2:33 John Miller introduces counsel
Court questions Miller
Miller responds

2:34 Gary Finney addresses court in objection

2:35 NicholSEN, John Finney have nothing further
Weeks addresses court
Court responds

2:36 Court addresses Finney and grants motion to amend

2:36 Miller to amend name
Court addresses counsel re: appeal

2:37 recess

Signed:
District Judge

Signed:
Deputy Court Clerk

STATE OF IDAHO
County of Bonner
FILED OCT 20 2014
AT _____ O'CLOCK _____ M
CLERK, DISTRICT COURT
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER
COURT MINUTES

October 20, 2014, 9:45 at a.m.
Grangeville, Idaho

District Judge Presiding: Michael J. Griffin

Reporter: Tape: District

Clerk: KathyJ

Union Bank,)
Plaintiff(s),)

Case No. CV 11-135

Pend Oreille Bonner Development, et al)
Defendant(s).)

Appearance for Plaintiff: John Miller

Appearance for Defendant: Susan Weeks

Subject of Proceedings: Motion for Attorney Fees

BE IT KNOWN, that the following proceedings were had, to-wit:

9:45 Court addresses counsel

Weeks argues in opposition for attorney fees

9:47 Miller argues in support of motion

9:49 Court addresses Weeks re: specific objections

Weeks responds to the court

Court questions Miller

Miller responds

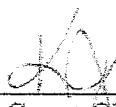
9:50 Weeks argues in further in opposition

9:51 Court takes under advisement

9:52 Recess

Signed: 
District Judge

Signed: _____


Deputy Court Clerk

STATE OF IDAHO
 DISTRICT COURT
 CLERK
 OCT 24 PM 9 48
 CLERK OF DISTRICT COURT
 BOYDA

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N. A., a national banking
 association,

Plaintiff,

vs.

PEND OREILLE BONNER
 DEVELOPMENT, LLC, a Nevada
 limited liability company, et al.


Defendants.

CASE NO. CV 2011-135

ORDER DENYING ATTORNEY
 FEES

Union Bank's request for attorney fees against North Idaho Resorts is denied.

Dated this 24-day of October, 2014.


 Michael J. Griffin
 District Judge

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 22 day of October, 2013, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addresses to the following:

 mailed postage prepaid
 Facsimile transmitted to
 hand delivered

John E. Miller
Attorney at Law
206 Indiana Avenue, Ste. 200
Coeur d'Alene, ID 83814

Bruce Anderson
Attorney at Law
320 East Neider Avenue, Ste. 102
Coeur d'Alene, ID 83815

R. Wayne Sweeney
Jonathon D. Hallen
Attorneys at Law
601 E. Front Avenue, Ste. 502
Coeur d'Alene, ID 83814

Steven C. Wetzel
Susan P. Weeks
Attorneys at Law
1626 Lincoln Way
Coeur d'Alene, ID 83814

Gary A. Finney
John A. Finney
Attorneys at Law
Old Power House Building
120 East Lake Street, Ste. 317
Sandpoint, ID 83864

Rick L. Stacey
Attorney at Law
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Clerk of the Court

Deputy

FINDINGS-2

1700

STATION
JULY 2014
FIRM
OCT 24 AM 8 43
CLERK

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N. A., a national banking
association,

Plaintiff,

vs.

PEND OREILLE BONNER
DEVELOPMENT, LLC, a Nevada
limited liability company, et al.

Defendants.

CASE NO. CV 2011-135

FINDINGS

BACKGROUND

The plaintiff, Union Bank, brought this action to foreclose a mortgage. Union Bank had loaned monies to Pend Oreille Bonner Development, LLC (POBD). The loan was secured by real property owned by POBD. The loan monies were not repaid.

North Idaho Resorts (NIR) and twenty-four other defendants were named in this case. Union Bank did not have a contract with NIR or any of the other twenty-four defendants. NIR and the other defendants were named because they had claims against POBD which may have also been secured by POBD real property.

Union Bank's and NIR's claims that their respective liens were entitled to priority over the liens of the other parties was heard and Union Bank's lien was determined to be superior to NIR's lien.

FINDINGS-1

Union Bank then requested attorney fees and cost pursuant to I.C. 12-120(3). Union Bank argues that the gravamen of the case was a commercial transaction.

STATUTES

I.C. 12-120(3) provides in general that in an action to recover on any commercial transaction the prevailing party is entitled to costs, including reasonable attorney fees. A "commercial transaction" is any transaction except for transactions for personal or household purposes.

DISCUSSION

This case involved at least 26 contracts and/or commercial transactions. POBD was the party that entered into contracts and commercial transactions with Union Bank, NIR, and the other 24 defendants. However, there was no contract between Union Bank and NIR.


Nor was there any commercial transaction between Union Bank and NIR. Union Bank and NIR (and the other defendants) were competing with each other to obtain the collateral securing the debts owed them by POBD.

CONCLUSION

Because there was no contract between Union Bank and NIR, and no commercial transaction between Union Bank and NIR, I.C. 12-120(3) is inapplicable.

Union Bank is not entitled to costs and attorney fees from NIR.

Dated this 24 day of October, 2014.


Michael J. Griffin
District Judge

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 25 day of October, 2013, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addresses to the following:

 X mailed postage prepaid
 Facsimile transmitted to
 hand delivered

John E. Miller
Attorney at Law
206 Indiana Avenue, Ste. 200
Coeur d'Alene, ID 83814

Bruce Anderson
Attorney at Law
320 East Neider Avenue, Ste. 102
Coeur d'Alene, ID 83815

R. Wayne Sweeney
Jonathon D. Hallen
Attorneys at Law
601 E. Front Avenue, Ste. 502
Coeur d'Alene, ID 83814


Steven C. Wetzel
Susan P. Weeks
Attorneys at Law
1626 Lincoln Way
Coeur d'Alene, ID 83814

Gary A. Finney
John A. Finney
Attorneys at Law
Old Power House Building
120 East Lake Street, Ste. 317
Sandpoint, ID 83864

Rick L. Stacey
Attorney at Law
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Clerk of the Court

Deputy



between J-U-B and BECO. J-U-B was acting as the City's agent in the transaction but there was no commercial relationship between J-U-B and BECO. Therefore, I.C. § 12-120(3) does not provide the basis for a fee award to J-U-B after the point where the contractual claim was dismissed. Up to that point, J-U-B is entitled to its fees for defending against the contract claim. After that point, J-U-B is not entitled to its fees because there is no commercial transaction between the parties. The fact that J-U-B may have been the City's agent is not sufficient to establish an independent commercial transaction between J-U-B and BECO. We therefore vacate the fee award and remand this case for determination and award of the amount of fees J-U-B incurred defending BECO's contract claim.

BECO Const. Co. v. J-U-B Engineers, Inc., 145 Idaho 719, 726, 184 P.3d 844, 851 (2008)

In its August 23, 2012 Order, the district court awarded Draw attorney fees under I.C. § 12-120(3). On appeal, Intermountain argues that the district court incorrectly determined that this case was based on a commercial transaction for the purposes of I.C. § 12-120(3) because the district court determined there was no transaction between TMC and Draw.

Idaho Code section 12-120(3) states:

In any civil action to recover on an open account, account stated, note, bill, negotiable instrument, guaranty, or contract relating to the purchase or sale of goods, wares, merchandise, or services and in any commercial **741 *320 transaction unless otherwise provided by law, the prevailing party shall be allowed a reasonable attorney's fee to be set by the court, to be taxed and collected as costs.

The term "commercial transaction" is defined to mean all transactions except transactions for personal or household purposes.

2021 Thus, I.C. § 12-120(3) is triggered when there are "allegations in the complaint that the parties entered into a commercial transaction and that the complaining party is entitled to recover based upon that transaction." *Garner v. Povey*, 151 Idaho 462, 470, 259 P.3d 608, 616 (2011).

Whether an action is based on a commercial transaction is a question of law over which this Court exercises free review. *Harris, Inc. v. Foxhollow Const. & Trucking, Inc.*, 151 Idaho 761, 778, 264 P.3d 400, 417 (2011).

2223 However, a party who alleges an action to recover on an open account or contract related to the purchase of services will also trigger this statute. This Court has held that when "a party alleges the existence of a contractual relationship of a type embraced by section 12-120(3) ... that claim triggers the application of [I.C. § 12-120(3)] and a prevailing party may recover fees even though no liability under a contract was established." *Garner*, 151 Idaho at 469, 259 P.3d at 615 (quoting *Farmers Nat. Bank v. Shirey*, 126 Idaho 63, 73, 878 P.2d 762, 772 (1994)). In other words, when a plaintiff alleges a commercial contract exists and the defendant successfully defends by showing that the commercial contract never existed, the court awards the defendant attorney fees.

Here, Intermountain's amended complaint alleged breach of contract as Count One, and debt due on an open account as Count Two. Because these are both specifically mentioned in I.C. § 12-130(3), the statute applies. Thus, Intermountain alleged the existence of a contract, which triggered I.C. § 12-130(3), and Draw then prevailed in the action by successfully defending against that contract claim. Under *Garner*, Draw's successful defense makes it the prevailing party, and Draw will recover fees even though no contract or commercial transaction was established. We therefore hold that the district court properly awarded Draw attorney fees under I.C. § 12-120(3).

Intermountain Real Properties, LLC v. Draw, LLC, 155 Idaho 313, 319-20, 311 P.3d 734, 740-41 (2013)

A "commercial transaction" is defined in Section 12-120(3) as "all transactions except transactions for personal or household purposes." *Id.* An award of attorney fees under this section is proper "if the commercial transaction is integral to the claim, and constitutes the basis upon which the party is attempting to recover." *Blimka v. My Web Wholesaler, LLC*, 143 Idaho 723, 728, 152 P.3d 594, 599 (2007) (quoting *Brower v. E.I. DuPont De Nemours and Co.*, 117 Idaho 780, 784, 792 P.2d 345, 349 (1990)). BECO claims there was no commercial transaction between these parties. The case at bar clearly involved a "commercial transaction" within the meaning of I.C. § 12-120(3), but the transaction was between the City and BECO and not

In the Supreme Court of the State of Idaho

UNION BANK, N.A., a national banking
association,

Plaintiff-Respondent,

v.

JV L.L.C., an Idaho limited liability company

Defendant-Appellant,

and

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company, NORTH
IDAHO RESORTS, an Idaho limited liability
company, DAN JACOBSON, an individual, SAGE
HOLDINGS LLC, an Idaho limited liability
company, TIMBERLINE INVESTMENTS, LLC,
an Idaho limited liability company, STEVEN G.
LAZAR, an individual, AMY KORENGUT, an
individual, HLT REAL ESTATE LLC,
PANHANDLE STATE BANK, an Idaho
corporation, R.E. LOANS, LLC, a California
limited liability company, WELLS FARGO
FOOTHILL, INC, a Delaware limited liability
company, PEND OREILLE BONNER
DEVELOPMENT HOLDINGS, INC., a Nevada
corporation, PENSICO TRUST CO. custodian f/b/a
Barney Ng, a California corporation, MORTGAGE
FUND '08 LLC, a California limited liability
company, B-K LIGHTING, INC., a California
corporation, FREDERICK J. GRANT, an
individual, CHRISTINE GRANT, an individual,
RUSS CAPITAL GROUP, LLC, an Arizona
Limited liability company, JOSEPH DUSSICH, an
individual,
MOUNTAIN WEST BANK, an Idaho corporation,
STATE OF IDAHO, DEPARTMENT OF
REVENUE AND TAXATION, MONTAHEHO
INVESTMENTS, LLC, a Nevada limited liability
company, TOYON INVESTMENTS, LLC, a
Nevada limited liability company, CHARLES W.
REEVES and ANNE B. REEVES, husband and
wife, ACI NORTHWEST, INC., an Idaho
corporation, and DOES 1 through 20, inclusive,

Defendants.

SECOND ORDER CONDITIONALLY
DISMISSING APPEAL

Supreme Court Docket No. 42479-2014
Bonner County No. 2011-135

SECOND ORDER CONDITIONALLY DISMISSING APPEAL – Docket No. 42479-2014

1. On September 16, 2014, this Court issued an Order CONDITIONALLY DISMISSING APPEAL for the reason a final judgment that complied with the new provisions of I.R.C.P. 54(a) had not yet been entered. In addition, the Notice of Appeal was not in compliance with I.A.R. 17; however, Appellant was allowed time to obtain a final judgment in compliance with the current requirements of I.R.C.P. 54(a) or, file a Response with this Court as to why a final judgment was not entered and this appeal was suspended until further notice.
2. On October 14, 2014, this Court received certified copies of the JUDGMENT AND DECREE OF FORECLOSURE AS TO NORTH IDAHO RESORTS, LLC--RULE 54(b) CERTIFICATE; and the SUMMARY JUDGMENT AS TO JV, LLC--RULE 54(b) CERTIFICATE file stamped in the district court on September 19, 2014.

WHEREAS, a Summary Judgment is not a final judgment pursuant to I.A.R. 54(a); therefore,

IT HEREBY IS ORDERED that Appellant shall obtain a Final Judgment from the District Court which meets the requirements of I.A.R. 54(a) ON OR BEFORE FOURTEEN (14) DAYS FROM THE DATE OF THIS ORDER and proceedings in this appeal SHALL REMAIN SUSPENDED until further notice.

DATED this 24 day of October, 2014.

For the Supreme Court



Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk
District Judge Michael J. Griffin

ORIGINAL

STATE OF IDAHO
County of Bonner
FILED 004 270 2014
AT 10:00 O'CLOCK AM
CLERK DISTRICT COURT
Deputy

DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT

STATE OF IDAHO, COUNTY OF BONNER

UNION BANK, N.A.,

Plaintiff and Counter-Defendant,

vs.

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company, JV
L.L.C., an Idaho limited liability company,
DAN S. JACOBSON, an individual, SAGE
HOLDINGS LLC, an Idaho limited liability
company, TIMBERLINE INVESTMENTS,
LLC, an Idaho limited liability company,
STEVEN G. LAZAR, an individual, AMY
KORENGUT, an individual, HLT REAL
ESTATE LLC, an Idaho limited liability
company, PANHANDLE STATE BANK, an
Idaho corporation, R.E. LOANS, LLC, a
California limited liability company, WELLS
FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company, NORTH
IDAHO RESORTS, LLC, an Idaho limited
liability company, PEND OREILLE BONNER
DEVELOPMENT HOLDINGS, INC., a
Nevada corporation, PENSICO TRUST CO.
custodian f/b/a Barney Ng, a California
corporation, MORTGAGE FUND '08 LLC, a
California limited liability company, B-K

) CASE NO. CV 2011-0135
)
) FINAL JUDGMENT AS TO JV, LLC
)
)
) RULE 54(b) CERTIFICATE

FINAL JUDGMENT AS TO JV, LLC.
RULE 54(b) CERTIFICATE

LIGHTING, INC., a California corporation,)
 FREDERICK J. GRANT, an individual,)
 CHRISTINE GRANT, an individual, RUSS)
 CAPITAL GROUP, LLC, an Arizona limited)
 liability company, JOSEPH DUSSICH, an)
 individual, MOUNTAIN WEST BANK, an)
 Idaho corporation, STATE OF IDAHO,)
 Department of Revenue and Taxation,)
 MONTAHEHO INVESTMENTS LLC, a)
 Nevada limited liability company, TOYON)
 INVESTMENTS LLC, a Nevada limited)
 liability company, CHARLES W. REEVES and)
 ANN B. REEVES, husband and wife, ACI)
 NORTHWEST, INC., an Idaho corporation)
)
 Defendants and Counter-Claimants.)
 _____)

JUDGMENT IS ENTERED AS FOLLOWS:

IT IS ORDERED, ADJUDGED AND DECREED that the commercial mortgage recorded by the plaintiff on March 25, 2008 and secured by the Trestle Creek Property has priority over the mortgage recorded on June 19, 2006 by JV, LLC and secured by the same property; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the legal description of the Trestle Creek Property shall in all respects refer to Range 1 East, Boise Meridian thereby correcting a scrivener's err.

DATED this 5th day of June 2014.

 Michael Griffin
 District Judge

FINAL JUDGMENT AS TO JV, LLC.
 RULE 54(b) CERTIFICATE

WITH RESPECT to the issues determined by the above FINAL JUDGMENT AS TO
JV, LLC,

IT IS HEREBY ORDERED pursuant to and in accordance with Rule 54(b), I.R.C.P.
that the Court has determined that there is no just reason for delay of the entry of a final
judgment and the Court has and does hereby direct that the above judgment or order shall be
a final judgment upon which execution may issue and an appeal may be taken as provided by
the Idaho Appellate Rules.

DATED this 30 day of Nov 2014

Michael J. Griffin
District Judge

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 30 day of Nov 2014, I caused to be served
a true and correct copy of the foregoing by the method indicated below, and addressed to the
following:

☒ mailed postage prepaid
☒ Facsimile transmitted to
☐ hand delivered

John E. Miller – ISB #4676
The Law Office of John E. Miller
A Professional Corporation
1424 E. Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814

Fax: (208) 665-9176

FINAL JUDGMENT AS TO JV, LLC.
RULE 54(b) CERTIFICATE

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
320 East Neider Ave., Suite 102
Coeur d'Alene, ID 83815

Fax (208) 667-2150

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814

Fax (208) 666-4111

Susan P. Weeks
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814

Fax (208) 664-1684

Gary A. Finney
John A. Finney
FINNEY FINNEY & FINNEY, P.A.
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

Rick L. Stacey
McCONNELL WAGNER SYKES & STACEY
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Fax (208) 489-0110


Clerk

GARY A. FINNEY
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
120 East Lake Street, Suite 317
Sandpoint, Idaho 83864
Phone: 208-263-7712
Fax: 208-263-8211
ISB Nos. 1356

2011 OCT 17 PM 4:06
208-263-7712
208-263-8211
FINNEY FINNEY & FINNEY, P.A.
120 EAST LAKE STREET, SUITE 317
SANDPOINT, IDAHO 83864

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A., a national)	
banking association,	)	Supreme Court Case Docket
	)	No. 42479-2014
Plaintiff/Respondent,)	
	)	Bonner County Case No.
vs.	)	CV-2011-00135
)	
JV L.L.C., an Idaho limited	)	AMENDED NOTICE OF APPEAL
liability company,	)	BY JV L.L.C.
)	
Defendant/Appellant,	)	I.A.R. 17
)	
And	)	Category: L.4.
	)	Fee: \$129.00 Paid 8/8/14
NORTH IDAHO RESORTS, LLC, an)	
Idaho limited liability	)	Honorable Michael J. Griffin
company,	)	presiding
)	
Defendant/Appellant,)	
)	
And)	
)	
PEND OREILLE BONNER DEVELOPMENT,)	
LLC, a Nevada limited liability)	
company, DAN JACOBSON, an)	
individual, SAGE HOLDINGS LLC,)	
an Idaho limited liability)	
company, TIMBERLINE)	
INVESTMENTS, LLC, an Idaho)	
limited liability company,)	
STEVEN G. LAZAR, an individual,)	

an individual, AMY KORENGUT, an)
 individual, HLT REAL ESTATE)
 LLC, PANHANDLE STATE BANK, an)
 Idaho corporation, R.E. LOANS,)
 LLC, a California limited)
 liability company, WELLS FARGO)
 FOOTHILL, INC, a Delaware)
 corporation, PEND OREILLE)
 BONNER DEVELOPMENT HOLDINGS,)
 INC., a Nevada corporation,)
 PENSCO TRUST CO. custodian)
 f/b/a Barney Ng, a California)
 corporation, MORTGAGE FUND '08)
 LLC, a California limited)
 liability company, B-K)
 LIGHTING, INC., a California)
 corporation, FREDERICK J.)
 GRANT, an individual, CHRISTINE)
 GRANT, an individual, RUSS)
 CAPITAL GROUP, LLC, an Arizona)
 limited liability company,)
 JOSEPH DUSSICH, an individual,)
 MOUNTAIN WEST BANK, an Idaho)
 corporation, STATE OF IDAHO,)
 Department of Revenue and)
 Taxation, MONTAHEO INVESTMENTS)
 LLC, a Nevada limited liability)
 company, TOYON INVESTMENTS LLC,)
 a Nevada limited liability)
 company, CHARLES W. REEVES and)
 ANN B. REEVES, husband and)
 wife, ACI NORTHWEST, INC., an)
 Idaho corporation, DOES 1)
 through 20 inclusive,)
)
)
 Defendants.)

TO: THE ABOVE NAMED PLAINTIFF/RESPONDENT, UNION BANK, N.A. AND
 ITS ATTORNEY JOHN E. MILLER, AND THE CLERK OF THE ABOVE ENTITLED
 COURT.

NOTICE IS HEREBY GIVEN THAT:

1. The Defendant, JV L.L.C., hereby appeals, by this
 Amended Notice of Appeal, as the Defendant/Appellant, against

the above named Plaintiff/Respondent UNION BANK, N.A., to the Idaho Supreme Court from the Final Judgment As To JV L.L.C. and Rule 54(b) Certificate, physically filed October 27, 2014, the Honorable Judge Michael J. Griffin, District Judge, presiding.

2. The party JV L.L.C. has a right to appeal to the Idaho Supreme Court, and the judgment or orders described in paragraph 1 above are appealable orders under and pursuant to Rule 11(a)(1), I.A.R.

3. The Parties (I.A.R. (d)) to the Amended Appeal are: JV L.L.C. (Defendant/Appellant) whose attorney is Gary A. Finney; and the adverse party is Union Bank (Plaintiff/Respondent) whose attorney is John Miller. The Defendant, North Idaho Resorts, LLC, has filed a separate Notice of Appeal and an Amended Notice of Appeal by its attorney Susan Weeks. Susan Weeks, and North Idaho Resorts, LLC, is a Defendant/Appellant. The other Defendants have been defaulted/default judgments and did not appear at trial and are not parties to the appeals.

4. A preliminary statement of the issues on appeal which the Appellant intends to assert in the appeal; provided, any such list of issues on appeal shall not prevent the Appellant from asserting other issues on appeal, include:

(a) The Court erred in denying JV's Motion for Judgment on the Pleadings, as the Court stated it considered only the pleadings; however the pleadings, being true, would require

JV's Motion to be granted.

(b) The Court erred in granting Partial Summary Judgment to the Plaintiff, as having 1st mortgage priority based on a Subordination Agreement. JV (James Berry) filed an uncontested Affidavit establishing defenses to the Subordination Agreement, that was no agreement with Plaintiff, there was no consideration to JV, and that JV's (James Berry) signature and signing of the Subordination Agreement was obtained by fraud and therefore was rescinded.

(c) The signature of JV (James Berry) on the Subordination Agreement was based on fraudulent representations by Pend Oreille Bonner Development (POBD).

(d) The Affidavits of JV (James Berry) created genuine issues of material fact on genuine material issues, and so the Courts' summary judgment orders were improper.

(e) JV filed a Motion to Reconsider. The law is that the Court is required to consider new facts/evidence on JV's Motion to Reconsider, but the Court refused to do so.

(f) The Court erred in consideration of the Affidavits of Plaintiff's Attorney John Miller and Plaintiff's witness Terrilyn S. Baron.

(g) The Court, by letter, and without any notice or opportunity to be heard, denied JV the right to participate in trial on the defense to Plaintiff's action, even denying

JV's attorney the right to seated at counsel table.

(h) In open Court, on the record, at the commencement of trial, the Court denied JV's attorney the right to sit at counsel table or to participate in defense whatsoever to Plaintiff's action.

(i) The matters referred to in paragraphs (g) and (h) above, denied JV the constitutional right of due process. There was no notice and no opportunity to be heard at a reasonable hearing. The Court's last minute "bifurcation" of the trial was error.

(j) The Court, on JV's Motion to Compel Production of a global settlement agreement between the Plaintiff, lender bank, and "POBD", the property owner, furnished defense counsel only a version as "redacted" by the Plaintiff/Plaintiff's Attorney(s). The Court stated that this document could lead to discoverable evidence, and the Court then denied JV a short trial continuation to conduct the further discovery.

(k) The Plaintiff failed to submit any necessary evidence at the Trial on the dollar amount of the promissory note debt for which Plaintiff was seeking a mortgage foreclosure. The Court had no facts as to the dollar amount in its findings or conclusion, yet had an exact dollar amount show up in its final Judgment.

(l) The Court's findings, conclusions, and judgment failed to mention or give any relief to JV on the promissory note and mortgage held by JV. There was no relief granted to JV, at all.

(m) The global settlement (redacted) stated that the Plaintiff's Lender and POBD were only extending the indebtedness due date by one (1) year and that all loan agreements/documents remained otherwise as written. The loan agreements/documents disclosed that \$5.0 million was posted as a cash security for the loan (of \$5.0 million). The Court erred in not finding that the Plaintiff Bank was paid by taking the \$5.0 million cash security and therefore there was no indebtedness to foreclose on the Bank's Mortgage.

5. Has an order been entered sealing all or any portion of the record? NO. If so, what portion? N/A.

6. (a) Is a reporter's transcript requested? YES, simultaneously herewithin.

(b) The appellant requests the preparation of the following portions of the reporter's transcript in BOTH hard copy and electronic format: The reporter's standard transcript as defined in Rule 25(c), I.A.R. including the following:

(i) Hearing held 4/19/2013 on JV's Motion for Judgment on the Pleadings (Motion was filed 3/20/2013)

(ii) Hearing held 7/29/2013 on Plaintiff's Motion

for Partial Summary Judgment

(iii) Hearing held 12/20/2013 on JV's Motion to Alter/Reconsider/Amend the Court's Order Granting Partial Summary Judgment to Plaintiff - (Note: Court Reporter: None listed on Idaho Repository)

(iv) The Court Trial, starting 5/12/2014 and through its completion on 5/13/2014, including District Judge's oral bench remarks, statements and rulings before trial actually started

7. The appellant requests the following documents to be included in the clerk's record in addition to those automatically included under Rule 28, I.A.R.:

- (a) 1/28/2011 Complaint for Mortgage Foreclosure
- (b) 5/17/2011 First Amended Complaint
- (c) 8/29/2011 JV, LLC Answer to First Amended Complaint, Counterclaim and Cross Claim
- (d) 9/14/2011 ACI Northwest, Inc's Answer to First Amended Complaint
- (e) 9/28/2011 Stay Order (re: Mortgage Fund '08, LLC)
- (f) 9/28/2011 Stay Order (re: R.E. Loans, LLC)
- (g) 11/15/2011 Order of Reassignment
- (h) 6/7/2012 Order Lifting Stay
- (i) 6/15/2012 North Idaho Resorts, LLC's Answer to First Pacific Capital Bank, N.A.'s Amended Complaint, Counter Claim and Cross Claim
- (j) 7/6/2012 Pacific Capital Bank, N.A.'s Reply to Counter Claim by North Idaho Resorts, LLC
- (k) 7/9/2012 Pacific Capital Bank, N.A.'s Reply to Counter Claim by JV, LLC
- (l) 3/20/2013 Motion for Judgment on the Pleadings (IRCP 12c) by Defendant JV, LLC and Notice of Hearing
- (m) 3/20/2013 JV, LLC's Memorandum - IN Support of its Motion for Judgment on the Pleadings (IRCP 12c)

- (n) 4/4/2013 JV, LLC's Supplemental Memorandum - In Support of its Motion for Judgment on the Pleadings And Correction to Paragraph VII, 5 and Waiver of Oral Argument
- (o) 4/8/2013 Memorandum - In Support of Plaintiff's Opposition to Motion to Judgment on the Pleadings by JV, LLC
- (p) 4/8/2013 Affidavit of John E. Miller in Support of Opposition to JV, LLC's Motion for Judgment on the Pleadings
- (q) 4/12/2013 Affidavit of Terrilyn S. Baron in Support of Opposition to JV, LLC's Motion for Judgment on the Pleadings
- (r) 4/18/2013 JV, LLC's Reply to Plaintiff's Memorandum in Support of Plaintiff's Opposition to Motion for Judgment on the Pleadings by JV, LLC and ...
- (s) 4/18/2013 JV, LLC's Motion to Strike Bank's Memorandum and the Supporting Affidavit of Terrilyn S. Baron
- (t) 5/1/2013 Order Denying Motion for Judgment on the Pleadings
- (u) 7/1/2013 Plaintiff's Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority
- (v) 7/1/2013 Affidavit of John E. Miller in Support of Motions for Partial Summary Judgments Re Reformation and Priority
- (w) 7/1/2013 Affidavit of Terrilyn S. Baron in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority
- (x) 7/1/2013 Affidavit of Rick Lynskey in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority
- (y) 7/1/2013 Supplemental Affidavit of Rick Lynskey in Support of Motions for Partial Summary Judgments as to Defendants North Idaho Resorts, LLC and JV, LLC: Re Reformation and Priority
- (z) 7/15/2013 JV, LLC's Affidavit of James W. Berry in Opposition to Plaintiff's Motion for Partial Summary Judgment
- (aa) 7/15/2013 JV, LLC's Memorandum in Opposition to Plaintiff's Motion for Partial Summary Judgment
- (bb) 7/23/2013 Plaintiff's Reply Memorandum to Defendant JV, LLC's Opposition to Plaintiff's Motion for Partial Summary Judgment

- (cc) 8/12/2013 James W. Berry's Affidavit in Opposition to R.E. Loans's Motion for Partial Summary Judgment
- (dd) 8/20/2013 R.E. Loans, LLC Disclaimer of Interest in Trestle Creek
- (ee) 8/28/2013 Memorandum on Partial Summary Judgment RE JV, LLC
- (ff) 8/28/2013 Order Granting Partial Summary Judgment RE JV, LLC
- (gg) 9/19/2013 JV, LLC's Motion to Alter and Amend Order Granting Partial Summary Judgment RE: JV, LLC, and Motion to Reconsider
- (hh) 1/3/2014 Amended Findings and Conclusions
- (ii) 1/3/2014 Order Affirming Partial Summary Judgment Re: JV, LLC
- (jj) 3/19/2014 JV, LLC's Motion to Compel the Union Bank Plaintiff to Produce Documents, Motion to Vacate and Continue Trial, and Request for Expedited Telephone Hearing
- (kk) 3/20/2014 JV, LLC's Supplement to Motion to Compel the Union Bank Plaintiff to Produce Documents
- (ll) 4/17/2014 Order re: Discovery
- (mm) 5/1/2014 Letter from Court to all Parties
- (nn) 5/8/2014 JV L.L.C.'s Answer to North Idaho Resorts, LLC's Cross-Claim
- (oo) 5/9/2014 JV LLC's Objection and Motion to Set Aside the Court's Letter to Counsel, Dated April 30, 2014
- (pp) 6/3/2014 Letter from Court to Parties
- (qq) 6/3/2014 Findings
- (rr) 7/14/2014 Judgment and Decree of Foreclosure as to all Defendants
- (ss) 7/15/2014 Minute Entry - Regarding Clock in Date of Judgment
- (tt) 9/19/2014 Summary Judgment as to JV, LLC & Rule 54(b) Certificate
- (uu) 9/19/14 Judgment and Decree of Foreclosure as to North Idaho Resorts, LLC & Rule 54(b) Certificate
- (vv) 10/27/2014 Final Judgment as to JV, LLC Rule 54(b) Certificate

8. The appellant requests the following documents, charts, or pictures offered or admitted as exhibits to be copies and sent to the Supreme Court: All exhibits submitted by the Plaintiff,

and all exhibits submitted by Defendant JV L.L.C., and all exhibits submitted by Defendant North Idaho Resorts.

9. I certify:

(a) That a copy of this amended notice of appeal has been served on the reporter of whom transcripts have been requested as named below at the address set out below:

Name and address: Keith Evans
K & K Reporting
310 Main Street
Lewiston, ID 83501

(b) That the clerk of the district court has been paid the estimated fee for preparation of the reporter's transcripts in the sum of \$200.00, Finney Finney & Finney P.A. Check No. 20407;


(c) That the clerk of the district court has been paid the estimated fee for preparation of the clerk's records in the sum of \$100.00; included in Finney Finney & Finney P.A. Check No. 20407;

(d) That the appellate filing fee has been paid in the amount of \$129.00 included in Finney Finney & Finney P.A. Check No. 20407 in the total of \$429.00;

(d) That there is no filing fee for this Amended Notice of Appeal (I.A.R. 17(m));

(e) That service has been made upon all parties required to be served pursuant to Rule 20.

Dated this 20 day of November, 2014.



GARY A. FINNEY
FINNEY FINNEY & FINNEY, P.A.
Attorney for Appellant
JV L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served as indicated, this 20 day of November, 2014, and addressed as follows:

Honorable Michael Griffin
District Judge
Idaho County Courthouse
320 W. Main Street
Grangeville, Idaho 83530
[Out of County Judge]
VIA FACSIMILE: 208-983-2376

John E. Miller
Attorney at Law
1424 Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814
[Attorney for UNION BANK, N.A.]
VIA FACSIMILE: 208-665-9176

Susan Weeks
VERNON, JAMES, & WEEKS
1626 Lincoln Way
Coeur d'Alene, ID 83814-2971
[Attorney for NORTH IDAHO RESORTS, LLC]
VIA FACSIMILE: 208-664-1684

Keith Evans
K & K Reporting
310 Main Street
Lewiston, ID 83501
VIA US MAIL



FILED
CLERK
DEC 9 11 01

DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
STATE OF IDAHO, COUNTY OF BONNER

MUFG UNION BANK., N.A., formerly known as UNION BANK, N.A.	)	CASE NO. CV 2011-0135
)	
Plaintiff,	)	ORDER GRANTING THIRD MOTION
	)	TO AMEND THE CAPTION AND
vs.	)	REFERENCE TO PLAINTIFF IN THE
	)	FIRST AMENDED COMPLAINT AND
PEND OREILLE BONNER DEVELOPMENT, LLC, ET AL.	)	JUDGMENT BY VIRTUE OF NAME
	)	CHANGE
)	
Counter defendants.)	
)	
_____)	
)	
AND RELATED COUNTER AND CROSS)	
CLAIMS)	
)	
_____)	

The plaintiff and counter defendant, and Judgment holder, UNION BANK, N.A., (sometimes hereinafter referred to as the "Bank" or "plaintiff"), by and through its attorney of record, John E. Miller of *The Law Office of John E. Miller, A Professional Corporation*, appeared on September 29, 2014 at 2:30 pm before this Court upon its third motion for an order Amending the Caption and All References to the Plaintiff in this matter in the First Amended Complaint, including the judgment entered, to reflect the fact that the plaintiff, subsequent to the trial in this matter, formally changed its name from UNION BANK, N.A. to MUFG UNION BANK, N.A.

UPON THE MOVING PAPERS AND PRESENTED ARGUMENT,

ORDER GRANTING THIRD MOTION TO AMEND THE CAPTION
AND REFERENCE TO PLAINTIFF IN THE FIRST AMENDED
COMPLAINT BY VIRTUE OF NAME CHANGE

IT IS HEREBY ORDERED that all references to the plaintiff AND JUDGMENT HOLDER, in this matter from AND after the First Amended Complaint shall be amended to reflect the formal name change of the Bank to MUFG UNION BANK, N.A. All future filings shall refer to the plaintiff in accordance with this Order as MUFG UNION BANK, N.A. formerly known as UNION BANK, N.A.

Dated this 3rd day of December 2014.

Michael Griffin
MICHAEL GRIFFIN
DISTRICT JUDGE

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 3 day of Dec 2014, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

☒ mailed postage prepaid
☒ Facsimile transmittal to
☐ hand delivered

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
1400 Northwood Center Court, Suite C
Coeur d'Alene, ID 83814

Fax (208) 667-2150

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814

Fax (208) 666-4111

ORDER GRANTING THIRD MOTION TO AMEND THE CAPTION
AND REFERENCE TO PLAINTIFF IN THE FIRST AMENDED
COMPLAINT BY VIRTUE OF NAME CHANGE

Susan P. Weeks
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814

Fax (208) 664-1684

Gary A. Finney
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

John A. Finney
FINNEY FINNEY & FINNEY, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864


Fax (208) 263-8211

Rick L. Stacey
McCONNELL WAGNER SYKES & STACEY
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Fax (208) 489-0110

John E. Miller
The Law Office of John E. Miller, APC
1424 E. Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814

Fax (208) 665-9176


Deputy Clerk

ORDER GRANTING THIRD MOTION TO AMEND THE CAPTION
AND REFERENCE TO PLAINTIFF IN THE FIRST AMENDED
COMPLAINT BY VIRTUE OF NAME CHANGE

PAGE -3-

STAMP: 2011 DEC 4 PM 11 20
CLERK OF DISTRICT COURT
DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT

STATE OF IDAHO, COUNTY OF BONNER

UNION BANK, N.A.,	)	CASE NO. CV 2011-0135
)	
Plaintiff,	)	FINAL JUDGMENT AS TO PEND
	)	OREILLE BONNER DEVELOPMENT,
vs.	)	LLC
)	
PEND OREILLE BONNER DEVELOPMENT,	)	RULE 54(b) CERTIFICATE.
LLC, a Nevada limited liability company, et al)	
)	
Defendants.)	
_____)	

JUDGMENT IS ENTERED AS FOLLOWS:

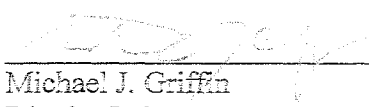
WITH RESPECT to the issues determined by the Order for Default Judgment and Decree of Foreclosure as to Defendant Pend Oreille Bonner Development, LLC, a Nevada limited liability company entered April 9, 2013 (herein the "Order" which is incorporated herein by this reference):

The Court has made determinations on the issues retained pursuant to said Order regarding disputed priority claims and fair market value of the subject real property such that the default judgment ordered as to PEND OREILLE BONNER DEVELOPMENT, LLC can and should be made a Final Judgment.

IT IS HEREBY ORDERED pursuant to and in accordance with Rule 54(b), I.R.C.P. that the Court has determined that there is no just reason for delay of the entry of a Final Judgment and the Court has and does hereby direct that the above Order shall be and is a RULE 54(b) CERTIFICATE

Final Judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DATED this 4th day of June 2014



Michael J. Griffin
District Judge

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 4 day of June 2014, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

 mailed postage prepaid
 Facsimile transmitted to
 hand delivered

John E. Miller – ISB #4676
The Law Office of John E. Miller
A Professional Corporation
1424 E. Sherman Avenue, Suite 300
Coeur d'Alene, ID 83814

Fax: (208) 565-9176

Bruce Anderson
ELSAESSER JARZABEK ANDERSON
ELLIOTT & MACDONALD, CHTD
320 East Neider Ave., Suite 102
Coeur d'Alene, ID 83815

Fax (208) 667-2150

R. Wayne Sweeney
Jonathon D. Hallin
LUKINS & ANNIS, P.S.
601 E. Front Ave., Suite 502
Coeur d'Alene, ID 83814

Fax (208) 666-4111

Susan P. Weeks
JAMES, VERNON & WEEKS, PA
1626 Lincoln Way
Coeur d'Alene, ID 83814

Fax (208) 664-1684

Gary A. Finney
John A. Finney
FINNEY FINNEY & FINNEY, P.A.
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, ID 83864

Fax (208) 263-8211

Rick L. Stacey
McCONNELL WAGNER SYKES & STACEY
755 W. Front Street, Ste. 200
Boise, Idaho 83702

Fax (208) 489-0110


Clerk

IDAHO SUPREME COURT

CLERK OF THE COURTS
(208) 334-2210



IDAHO COURT OF APPEALS

P.O. BOX 83720
BOISE, ID 83720-0101
CLERK OF DISTRICT COURT

KEITH EVANS, COURT REPORTER
IDAHO COUNTY COURTHOUSE
320 W. MAIN STREET
GRANGEVILLE, ID 83530

CLERK OF DISTRICT COURT

**ORDER GRANTING COURT REPORTER'S MOTION
FOR EXTENSION OF TIME FOR A TRANSCRIPT OVER 500 PAGES**

Docket No. 42479-2014 UNION BANK, N.A. v. Bonner County District Court
 JV L.L.C. No. 2011-0135

A Court Reporter's MOTION FOR EXTENSION OF TIME TO FILE A TRANSCRIPT ESTIMATED TO BE OVER 500 PAGES was filed in this appeal on December 3, 2014, by Court Reporter KEITH EVANS which requested an extension of time until January 20, 2015, to prepare and *lodge* the transcripts due; therefore,

IT HEREBY IS ORDERED that the Court Reporter's MOTION FOR EXTENSION OF TIME TO FILE A TRANSCRIPT TO BE OVER 500 PAGES be, and hereby is, GRANTED and the transcripts in the above entitled appeal shall be prepared and *lodged* with the District Court Clerk by January 20, 2015, and the Reporter's Transcripts and Clerk's Record shall be filed with this Court on or before February 24, 2015.

DATED this 26 day of December, 2014.

For the Supreme Court

Stephen W. Kenyon

Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk
Court Reporter Keith Evans

IDAHO SUPREME COURT

CLERK OF THE COURTS
(208) 334-2210



IDAHO COURT OF APPEALS

P.O. Box 83720
BOISE, ID 83720-0101

KEITH EVANS, COURT REPORTER
IDAHO COUNTY COURTHOUSE
320 W. MAIN STREET
GRANGEVILLE, ID 83530

STAFF: JUDICIAL
CLERK: JUDICIAL
DEC 22 2014
R. L. JUDICIAL
CLERK: JUDICIAL COURT
JUDICIAL

**ORDER GRANTING COURT REPORTER'S MOTION
FOR EXTENSION OF TIME FOR A TRANSCRIPT OVER 500 PAGES**

Docket No. 42467-2014 UNION BANK, N.A. v. Bonner County District Court
 NORTH IDAHO No. 2011-0135
 RESORTS, LLC *CV*

A Court Reporter's MOTION FOR EXTENSION OF TIME TO FILE A TRANSCRIPT ESTIMATED TO BE OVER 500 PAGES was filed in this appeal on December 3, 2014, by Court Reporter KEITH EVANS which requested an extension of time until January 20, 2015, to prepare and *lodge* the transcripts due; therefore,

IT HEREBY IS ORDERED that the Court Reporter's MOTION FOR EXTENSION OF TIME TO FILE A TRANSCRIPT TO BE OVER 500 PAGES be, and hereby is, GRANTED and the transcripts in the above entitled appeal shall be prepared and *lodged* with the District Court Clerk by January 20, 2015, and the Reporter's Transcripts and Clerk's Record shall be filed with this Court on or before February 24, 2015.

DATED this 26 day of December, 2014.

For the Supreme Court

Stephen W. Kenyon

Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk
Court Reporter Keith Evans

In the Supreme Court of the State of Idaho

UNION BANK, N.A., a national banking
association,

Plaintiff-Respondent,

v.

NORTH IDAHO RESORTS, LLC, an Idaho
limited liability company

Defendant-Appellant,

and

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company, JV,
L.L.C. an Idaho limited liability company, DAN
JACOBSON, an individual, SAGE HOLDINGS
LLC, an Idaho limited liability company,
TIMBERLINE INVESTMENTS, LLC, an Idaho
limited liability company, STEVEN G. LAZAR,
an individual, AMY KORENGUT, an individual,
HLT REAL ESTATE LLC, PANHANDLE
STATE BANK, an Idaho corporation, R.E.
LOANS, LLC, a California limited liability
company, WELLS FARGO CAPITAL FINANCE,
LLC, a Delaware limited liability company, PEND
OREILLE BONNER DEVELOPMENT
HOLDINGS, INC., a Nevada corporation,
PENSCO TRUST CO. custodian f/b/a Barney Ng,
a California corporation, B-K LIGHTING, INC., a
California corporation, FREDERICK J. GRANT,
an individual, CHRISTINE GRANT, an
individual, RUSS CAPITAL GROUP, LLC, an
Arizona Limited liability company, JOSEPH
DUSSICH, an individual, MOUNTAIN WEST
BANK, an Idaho corporation, STATE OF IDAHO,
DEPARTMENT OF REVENUE AND
TAXATION, MONTAHEO INVESTMENTS,
LLC, a Nevada limited liability company, TOYON
INVESTMENTS, LLC, a Nevada limited liability
company, CHARLES W. REEVES and ANNE B.
REEVES, husband and wife, ACI NORTHWEST,
INC., an Idaho corporation, and DOES 1 through
20, inclusive,

Defendants.

ORDER CONSOLIDATING APPEALS
FOR CLERK'S RECORD & REPORTER'S
TRANSCRIPT ONLY

Supreme Court Docket No. 42467-2014
Bonner County No. 2011-135

ORDER CONSOLIDATING APPEALS FOR CLERK'S RECORD & REPORTER'S TRANSCRIPT

UNION BANK, N.A., a national banking
association,

Plaintiff-Respondent,

v.

JV L.L.C., an Idaho limited liability company

Defendant-Appellant,

and

PEND OREILLE BONNER DEVELOPMENT,
LLC, a Nevada limited liability company, NORTH
IDAHO RESORTS, an Idaho limited liability
company, DAN JACOBSON, an individual, SAGE
HOLDINGS LLC, an Idaho limited liability
company, TIMBERLINE INVESTMENTS, LLC,
an Idaho limited liability company, STEVEN G.
LAZAR, an individual, AMY KORENGUT, an
individual, HLT REAL ESTATE LLC,
PANHANDLE STATE BANK, an Idaho
corporation, R.E. LOANS, LLC, a California
limited liability company, WELLS FARGO
FOOTHILL, INC, a Delaware limited liability
company, PEND OREILLE BONNER
DEVELOPMENT HOLDINGS, INC., a Nevada
corporation, PENSICO TRUST CO. custodian f/b/a
Barney Ng, a California corporation, MORTGAGE
FUND '08 LLC, a California limited liability
company, B-K LIGHTING, INC., a California
corporation, FREDERICK J. GRANT, an
individual, CHRISTINE GRANT, an individual,
RUSS CAPITAL GROUP, LLC, an Arizona
Limited liability company, JOSEPH DUSSICH, an
individual, MOUNTAIN WEST BANK, an Idaho
corporation, STATE OF IDAHO, DEPARTMENT
OF REVENUE AND TAXATION,
MONTAHEO INVESTMENTS, LLC, a Nevada
limited liability company, TOYON
INVESTMENTS, LLC, a Nevada limited liability
company, CHARLES W. REEVES and ANNE B.
REEVES, husband and wife, ACI NORTHWEST,
INC., an Idaho corporation, and DOES 1 through
20, inclusive,

Defendants.

It appearing that these appeals should be consolidated for purposes of Clerk's Record and Reporter's
Transcript; therefore, good cause appearing,

IT HEREBY IS ORDERED that Docket No. 42467 and Docket No. 42479 shall be CONSOLIDATED FOR CLERK'S RECORD AND REPORTER'S TRANSCRIPT ONLY under Docket No. 42467.

IT FURTHER IS ORDERED that the District Court Clerk shall prepare a CLERK'S RECORD, which shall include the documents requested in the Notice of Appeal, together with a copy of this Order.

IT FURTHER IS ORDERED that the District Court Reporter shall prepare a REPORTER'S TRANSCRIPT, which shall include the transcripts requested in the Notice of Appeal.

DATED this 30th day of December, 2014.

For the Supreme Court


Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk
District Court Reporter

IN THE SUPREME COURT OF THE STATE OF IDAHO

UNION BANK, N.A., a national banking
association,

Plaintiff-Respondent,

v.

NORTH IDAHO RESORTS, LLC, an Idaho
limited liability company,

Defendant-Appellant,

and

PEND OREILLE BONNER DEVELOPMENT)
LLC, et al.,)

Defendants.)


Supreme Court No. 42467 & 42479
District Court No. 2011-135

COURT REPORTER'S MOTION
FOR TIME TO FILE A
TRANSCRIPT ESTIMATED TO
BE OVER 500 PAGES

Keith M. Evans, the court reporter who reported this case, estimates the number of pages to be transcribed is approximately 600 pages.

In addition to the 63 days granted for a 500 page transcript, I am requesting another 30 days. These additional days are based on the number of pages estimated and other previous appeals, court reporter conference, court schedule, and I just need more time.

DATED this 14th day of January, 2015.


Official Reporter

Entered on JSI
By: SK
01/15/2015

granted -

Daran Humrich

From: supremecourtdocuments@idcourts.net
Sent: Thursday, January 15, 2015 10:26 AM
To: CHRISTOPHER.POOSER@STOEL.COM; finneylaw@finneylaw.net;
JMILLERLAW@FRONTIER.COM; KEVANS@IDAHO COUNTY.ORG; Daranee Humrich;
SWEEKS@JVWLAW.NET
Subject: 42467 - UNION BANK v. NORTH IDAHO RESORTS (Bonner County CV2011-135)
Attachments: 42467.pdf

MOTION FOR 30 DAY EXTENSION TO FILE TRANSCRIPT IS GRANTED. TRANSCRIPT DUE DATE
NOW FEBRUARY 20, 2015.

Total Control Panel

[Login](#)

To: dhumrich@co.bonner.id.us

Message Score: 2

High (60): Pass

From:

My Spam Blocking Level: Low

Medium (75): Pass

prvs=145083e9d9=supremecourtdocuments@idcourts.net

Low (90): Pass

[Block](#) this sender

[Block](#) idcourts.net

This message was delivered because the content filter score did not exceed your filter level.

FILED
CLERK OF DISTRICT COURT
JAN 15 2015
IDAHO COUNTY, IDAHO
BY: [Signature]

IN THE
SUPREME COURT
OF THE
STATE OF IDAHO

March 2, 2015
149
RMU

UNION BANK, N.A., a national)
banking association,)
Plaintiff,)
vs.) DC NO. CV2011-135
NORTH IDAHO RESORTS, LLC, an) DOCKET NO. 42467
Idaho limited liability)
company,)
Defendant,)
and)
PEND OREILLE BONNER)
DEVELOPMENT, LLC, et al.,)
Defendants.)
_____)

NOTICE OF LODGING

Notice is hereby given that the above-entitled appeal
will be mailed to the District Court Clerk of Bonner
County on Monday, March 2nd, 2015, consisting
of 465 pages.
The transcript included the
following hearing(s):
MOTION HEARING - APRIL 19, 2013;
MOTION HEARING - JULY 29, 2013;
MOTION HEARING - DECEMBER 20, 2013;
COURT TRIAL - MAY 12 & 13, 2014.

Dated this 28th day of February, 2015.

Keith M. Evans, RPR, CSR NO. 655

K & K REPORTING (208) 743-1380 kkreport@wildblue.net

1 BONNER COUNTY DISTRICT COURT February 28, 2015
2 215 S. First Avenue
3 Sandpoint, Idaho 83864
4

5
6 Re: Union Bank vs. POBD, CV2011-135
7

8 An original and three copies of the
9 appeal transcript in the above-entitled
10 case consisting of 465 pages \$ 1,511.25
11

12
13 TOTAL DUE \$ 1,511.25
14

15 ***** Please make checks payable to K & K Reporting

16 K & K Reporting

17 P.O. Box 574

18 Lewiston, Idaho 83501

19 208-743-1380

20 TAX ID # 46-5039203
21
22
23
24
25

K & K REPORTING (208)743-1380 kkreport@wildblue.net

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A., a national banking association,
Plaintiff-Respondent,

v.

NORTH IDAHO RESORTS, LLC, an Idaho limited
liability company
Defendant-Appellant,

and

PEND OREILLE BONNER DEVELOPMENT, LLC, a
Nevada limited liability company, JV, L.L.C. an Idaho
limited liability company, DAN JACOBSON, an
individual, SAGE HOLDINGS LLC, an Idaho limited
liability company, TIMBERLINE INVESTMENTS,
LLC, an Idaho limited liability company, STEVEN G.
LAZAR, an individual, AMY KORENGUT, an
individual, HLT REAL ESTATE LLC, PANHANDLE
STATE BANK, an Idaho corporation, R.E. LOANS,
LLC, a California limited liability company, WELLS
FARGO CAPITAL FINANCE, LLC, a Delaware
limited liability company, PEND OREILLE BONNER
DEVELOPMENT HOLDINGS, INC., a Nevada
corporation, PENSICO TRUST CO. custodian f/b/a
Barney Ng, a California corporation, B-K LIGHTING,
INC., a California corporation, FREDERICK J.
GRANT, an individual, CHRISTINE GRANT, an
individual, RUSS CAPITAL GROUP, LLC, an Arizona
Limited liability company, JOSEPH DUSSICH, an
individual, MOUNTAIN WEST BANK, an Idaho
corporation, STATE OF IDAHO, DEPARTMENT OF
REVENUE AND TAXATION, MONTAHENO
INVESTMENTS, LLC, a Nevada limited liability
company, TOYON INVESTMENTS, LLC, a Nevada
limited liability company, CHARLES W. REEVES and
ANNE B. REEVES, husband and wife, ACI
NORTHWEST, INC., an Idaho corporation, and DOES
1 through 20, inclusive,
Defendants.

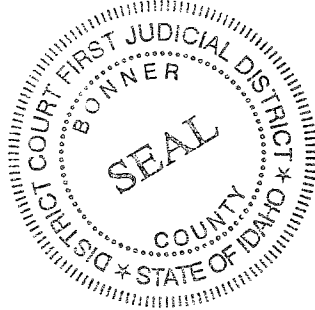
Supreme Court 42467-2014
Bonner County No. 2011-135

CLERK'S CERTIFICATE

CLERK'S CERTIFICATE

I, Michael W. Rosedale, Clerk of the District Court of the First Judicial District of the State of Idaho, in and for the County of Bonner, do certify that the foregoing Record in this cause was compiled and bound under my direction and is a true, correct and complete Record of the pleadings and documents requested by Appellant Rule 28.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court this 12th day of June, 2015.



MICHAEL W. ROSEDALE
Clerk of the District Court

Auranne H.
Deputy Clerk

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BONNER

UNION BANK, N.A., a national banking association,)	
Plaintiff-Respondent,)	
)	
v.)	
	)	Supreme Court 42467-2014
NORTH IDAHO RESORTS, LLC, an Idaho limited	)	Bonner County No. 2011-135
liability company)	
Defendant-Appellant,	)	CLERK'S CERTIFICATE OF EXHIBITS
)	
and)	
)	
PEND OREILLE BONNER DEVELOPMENT, LLC, a)	
Nevada limited liability company, JV, L.L.C. an Idaho)	
limited liability company, DAN JACOBSON, an)	
individual, SAGE HOLDINGS LLC, an Idaho limited)	
liability company, TIMBERLINE INVESTMENTS,)	
LLC, an Idaho limited liability company, STEVEN G.)	
LAZAR, an individual, AMY KORENGUT, an)	
individual, HLT REAL ESTATE LLC, PANHANDLE)	
STATE BANK, an Idaho corporation, R.E. LOANS,)	
LLC, a California limited liability company, WELLS)	
FARGO CAPITAL FINANCE, LLC, a Delaware)	
limited liability company, PEND OREILLE BONNER)	
DEVELOPMENT HOLDINGS, INC., a Nevada)	
corporation, PENSICO TRUST CO. custodian f/b/a)	
Barney Ng, a California corporation, B-K LIGHTING,)	
INC., a California corporation, FREDERICK J.)	
GRANT, an individual, CHRISTINE GRANT, an)	
individual, RUSS CAPITAL GROUP, LLC, an Arizona)	
Limited liability company, JOSEPH DUSSICH, an)	
individual, MOUNTAIN WEST BANK, an Idaho)	
corporation, STATE OF IDAHO, DEPARTMENT OF)	
REVENUE AND TAXATION, MONTAHENO)	
INVESTMENTS, LLC, a Nevada limited liability)	
company, TOYON INVESTMENTS, LLC, a Nevada)	
limited liability company, CHARLES W. REEVES and)	
ANNE B. REEVES, husband and wife, ACI)	
NORTHWEST, INC., an Idaho corporation, and DOES)	
1 through 20, inclusive,)	
Defendants.)	
)	
)	
)	

CLERK'S CERTIFICATE OF EXHIBITS

I, Michael W. Rosedale, Clerk of the District Court of the First Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify that the following is offered as the Clerk's exhibit on appeal:

Plaintiff's Exhibit List filed 5/12/2014

Exhibit # 1 Certified copy of UB's Commercial Mortgage, Security Agreement and Assignment of Leases and Rents recorded 3/25/2008, as Instrument Nos. 748379 and 748380, records of Bonner County

Exhibit #2 Certified copy of North Idaho Resorts, Memorandum of Real Property Purchase and Sale Agreement recorded 6/19/2006, as Instrument Nos. 706475, records of Bonner County

Exhibit #3 Third Amended and Restated Real Property Purchase and Sale Agreement dated 3/9/2006 by and between MDG Nevada (as assigned to POBD) and NI Resorts as produced by NI Resorts in response to discovery

Exhibit #4 Certified copy of North Idaho Resorts' Partial Termination of Real Property Purchase and Sale Agreement and Partial Termination of Memorandum of Real Property Purchase and Sale Agreement recorded on 3/15/2007 as Instrument No. 724831, records of Bonner County

Exhibit #5 Certified copy of North Idaho Resorts' rerecording of Partial Termination of Real Property Purchase and Sale Agreement and Partial Termination of Memorandum of Real Property Purchase and Sale Agreement recorded on 3/11/2009 as Instrument No. 768269, records of Bonner County

Exhibit #6 Certified copy of Subordination Agreement dated 3/14/2007 by POBD and NI Resorts in favor of R.E. Loans, LLC as Instrument No. 724832 records of Bonner County

Exhibit #6a Second Subordination Agreement

Exhibit #7 Appraisal Report of 8/6/2013 (or subsequent report expected by end of April 2014) by Valbridge Property Advisors

Exhibit #7a Appraisal Report of 4/28/2014 by Valbridge Property Advisors

Exhibit #8 First American Title Policy, No. 229121S, dated 3/25/2008

Clerk's Certificate of Exhibits -2-

Plaintiff's Exhibit List filed 5/12/2014

Exhibit #9 First American Litigation Guarantee, No. 365504-S, dated 12/27/2010

Exhibit #10 Business Plan of POBD submitted for review and approval of NI Resorts prior to the time of the June 2006 closing of the sale of the subject real property to POBD

Exhibit #11 Warranty Deed from Pend Oreille Limited, a California limited partnership to Pend Oreille Bonner Development Holdings, Inc., a Nevada corporation later assigned to POBD

Exhibit #12 Construction and Operating Agreement

Defendant's Exhibit List (JV, LLC) filed 5/12/2014

Exhibit #A Secured Promissory Note

Exhibit #B Mortgage, recorded October 24, 1995, Instrument No. 474746

Exhibit #D Agreement to Release Right of First Refusal Upon Payment, Agreement for Payment on Profit Sharing Agreement and to Release Upon Payment, and Modification to Promissory Note and Real Estate Mortgage

Exhibit #F Real Estate Mortgage, recorded June 19, 2006, Instrument No. 706470

Exhibit #K Subordination Agreement, recorded August 6, 2008, Instrument No. 756403

Exhibit #L Panhandle Escrow Account No. 2067429 Payoff Quotation & Account History Ledger

Exhibit #M Third Amendment to Indebtedness and to Real Estate Security, and Subordination Agreement, recorded June 24, 2008, Instrument No. 753907

Exhibit #N Third Amendment to Promissory Note

Defendant's Exhibit List (North Idaho Resort) filed 5/12/2014

Exhibit #AAA Third Amended and Restated Real Property Purchase and Sale Agreement

Exhibit #BBB Illustrative Diagram

Exhibit #CCC Phtograph

Exhibit #DDD Memorandum of Real Property Purchase and Sale Agreement, Instrument No. 706475

Exhibit #EEE Partial Termination of Real Property Purchase and Sale Agreement and Partial Termination of Memorandum of Real Property Purchase and Sale Agreement, Instrument No. 724831

Exhibit #FFF First Amendment to Memorandum of Real Property Purchase and Sale Agreement, Instrument No. 728621

Exhibit #GGG Rerecorded Partial Termination of Real Property Purchase and Sale Agreement, Instrument No. 768269

Exhibit #HHH Bank Loan File "Compliance" folder

Exhibit #III Bank Loan File "Credit Memo" folder

Exhibit #JJJ Bank Loan File "Pend Oreille Bonner Development Secure Revolving LOC #101764389, Loan \$5,000,000.00

Exhibit #KKK Bank Loan subfolder "Insurance"

Exhibit #LLL Bank Loan subfolder " Internal Communications"

Exhibit #MMM Bank Loan subfolder "Legal Docs"

Exhibit #NNN Bank Loan subfolder "Loan Docs closed 101760163"

Exhibit #OOO Bank Loan Folder "Previous Loan 101760163"

Exhibit #PPP Bank Loan Folder "Previous Loan 101760163"

Exhibit #QQQ Bank Loan Folder "Sales Reports"

Exhibit #RRR Bank Loan Folder "Title Papers"

Clerk's Certificate of Exhibits -4-

Defendant's Exhibit List (North Idaho Resort) filed 5/12/2014

Exhibit #SSS Debt Restructure and Settlement Agreement - SEALED

Exhibit #TTT Partial Termination of Real Property Purchase and Sale Agreement and
Partial Termination of Memorandum of Real Property Purchase and
Sale Agreement, Instrument No. 728424

Exhibit #UUU Email dated 3/31/2008

Exhibit #VVV Summary for Policy - Lender's Policy

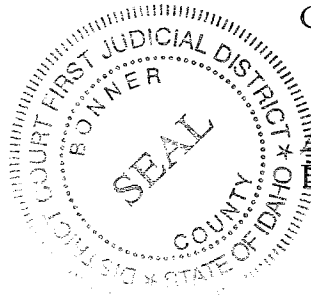
Exhibit #WWW Promissory Note dated 6/13/2006

Exhibit #XXX Email dated 6/16/2006

Exhibit #YYY Letter dated 11/2/2005

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the
said Court this 12 day of June, 2012.

Michael W. Rosedale
Clerk of the District Court



Sarah H.
Deputy Clerk

IN THE SUPREME COURT OF THE STATE OF IDAHO

UNION BANK, N.A., a national banking)
association,)
Plaintiff-Respondent,)
v.)
NORTH IDAHO RESORTS, LLC, an Idaho)
limited liability company)
Defendant-Appellant,)
and)
PEND OREILLE BONNER DEVELOPMENT,)
LLC, a Nevada limited liability company, JV,)
L.L.C. an Idaho limited liability company, DAN)
JACOBSON, an individual, SAGE HOLDINGS)
LLC, an Idaho limited liability company,)
TIMBERLINE INVESTMENTS, LLC, an Idaho)
limited liability company, STEVEN G. LAZAR,)
an individual, AMY KORENGUT, an individual,)
HLT REAL ESTATE LLC, PANHANDLE)
STATE BANK, an Idaho corporation, R.E.)
LOANS, LLC, a California limited liability)
company, WELLS FARGO CAPITAL FINANCE,)
LLC, a Delaware limited liability company, PEND)
OREILLE BONNER DEVELOPMENT)
HOLDINGS, INC., a Nevada corporation,)
PENSCO TRUST CO. custodian f/b/a Barney Ng,)
a California corporation, B-K LIGHTING, INC., a)
California corporation, FREDERICK J. GRANT,)
an individual, CHRISTINE GRANT, an)
individual, RUSS CAPITAL GROUP, LLC, an)
Arizona Limited liability company, JOSEPH)
DUSSICH, an individual, MOUNTAIN WEST)
BANK, an Idaho corporation, STATE OF IDAHO,)
DEPARTMENT OF REVENUE AND)
TAXATION, MONTAHENO INVESTMENTS,)
LLC, a Nevada limited liability company, TOYON)
INVESTMENTS, LLC, a Nevada limited liability)
company, CHARLES W. REEVES and ANNE B.)
REEVES, husband and wife, ACI NORTHWEST,)
INC., an Idaho corporation, and DOES 1 through)
20, inclusive,)
Defendants.)

Supreme Court 42467-2014
Bonner County No. 2011-135

CLERK'S CERTIFICATE OF SERVICE

Certificate of Service 1

CLERK'S CERTIFICATE OF SERVICE

I, Michael W. Rosedale, Clerk of the District Court of the First Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify that I have personally served or mailed, by United Parcel Service, one copy of the CLERK'S RECORD to each of the Attorneys of Record in this cause as follows:

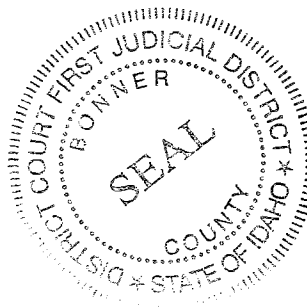
MS. SUSAN P. WEEKS
1626 LINCOLN WAY
COEUR D'ALENE, ID 83814
ATTORNEY FOR APPELLANT (North Idaho Resort)

MR. GARY A. FINNEY
120 E. LAKE STREET - SUITE 317
SANDPOINT, ID 83864
ATTORNEY FOR APPELLANT (JV LLC)

JOHN E. MILLER
1424 E. SHERMAN AVENUE - SUITE 500
COEUR D'ALENE, ID 83814
ATTORNEY FOR RESPONDENT

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court this 15th day of June, 2015.

Michael W. Rosedale
Clerk of the District Court



Barbara H.
Deputy Clerk